GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, December 16, 2025**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

8:30 am

- Call to Order
- Professional Services Agreement; Tourism and Prosperity Partnership; 2026 Work Plan; 1/1/2026 to 12/31/2026; $3,125,000
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
    1. November 18, 2025 Regular Meeting
    2. December 9, 2025 Special 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. State of Colorado Intergovernmental Agreement; OLA #331003617; Intergovernmental Agreement Among the City of Gunnison, the County of Gunnison, and the State of Colorado Department of Transportation; US Highway 50 and Colorado Highway 135 Access Control Plan
    2. Grant Award Letter Intergovernmental Grant Agreement; 2024-AWA-CBI-012; Mobile ID Devices; 12/16/2025 to 3/31/2026; $12,000
    3. Grant Application; Childhood Injuries and Fatalities by Firearm Mini Grant Application; Office of Gun Violence Prevention within the Colorado Department of Public Health and Environment (CDPHE); $10,000
    4. Contract Amendment #2; 2023*0026; Colorado Department of Public Health and Environment (CDPHE); 1/1/2023 to 6/30/2026; $109,344
    5. Colorado Highway Users Tax Fund Certification; Colorado Department of Transportation; Certified Mileage as of December 31, 2025
    6. Statement of Work No. 1; United HealthCare Services, Inc. on behalf of Itself and Its Affiliates including Rocky Mountain Health Maintenance Organization, Inc; 12/16/2025 to 12/31/2026; $42,500
    7. Acknowledgment of County Manager's Signature; Grant Acceptance; Daniels Fund Grant ID 00019257; Gunnison County Substance Abuse Prevention Project; 10/31/2025 to 10/31/2026; $50,000
    8. Acknowledgment of County Manager's Signature; Gunnison County Deputy County Attorney Employment Agreement; Rachel Allen; 12/22/2025
    9. Acknowledgment of County Manager's Signature; Master Services Agreement; Eide Bailly, LLP; Consultant Services to Apply for Tax Rebates for Federal Tax Incentives for Geothermal, Solar, and Efficiency Projects; 12/16/2025 to 3/15/2028; $150,000
    10. Acknowledgment of County Manager's Signature; State of Colorado Grant Agreement Modification; Amendment #3; 2026*0028; Original Agreement Number 2025*0120; 7/1/2024 to 6/30/2026; $47,337
    11. Acknowledgment of County Manager's Approval; Grant Application; National Council on Aging (NCOA); $19,400
    12. Acknowledgment of County Manager's Approval; Grant Application; Energy Outreach Colorado; $84,086
    13. Data Use Agreement; Healthy Kids Colorado Survey & Smart Source

14. Professional Services Agreement; Shea, Carr & Jewell dba SCJ Alliance; Jake's Park Design Services; 12/16/2025 to 12/31/2026; $23,050
15. Letter of Support; Upper Gunnison River Water Conservancy District (UGRWCD); Colorado River Water Conservation District (CRWCD); Integrated Physical and Geochemical Estimation of Agricultural Return Flows in the East River, Upper Gunnison River Basin
16. Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2026 to 12/31/2026; $330,000
17. Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado, Mountain Express, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2026 to 12/31/2026; $130,000
18. Ratification; Letter of Support; Gunnison Valley Health (GVH) Operations and Service Line Development Project; Region 10 Enterprise Zone Review Committee
19. Agreement Regarding Assignment of Ground Lease Agreement; Sky Vet, Inc. (Seller) and Kirby Ramsey Aviation Group, LLC (Buyer)
20. Grant Application; State Tobacco Education and Prevention Partnership (STEPP); Fiscal Years 2027-2029; $644,000
21. Intergovernmental Agreement for Winter Road Maintenance; Town of Mt. Crested Butte; Term to 5/31/2030

8:40 am

- County Manager's Reports

8:45 am

- Public Hearing; Requests for Waiver of Gunnison County Standards and Specifications for Road and Bridge Construction; Access Permit Application and LUC-25-00011; Parcel #3257-273-00-027

9:15 am

- Correction; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R040008; Parcel No. 3255-031-08-003; Tract 3, Saya Subdivision; Rocking B Retreat, LLC

9:20 am

- Land Use Change Applications:
    1. Lot Cluster Agreement and Declaration; LUC-25-00042; Clint Cordova
    2. Townhome Plat Approval; LUC-25-00041; 162 Escalante, LLC

9:25 am

- Board and Commissions Vacancy Appointments:
    1. Gunnison Valley Hospital Board of Trustees (One Regular vacancy for a five-year term beginning 2/1/2026 to 2/1/2031)
        - Applicants:
            a) Janet Farmer
            b) Nancy Houston
            c) Stephens Mundy
            d) Vincent Rogalski
    2. Historic Preservation Commission (Two Regular vacancies for three-year terms beginning immediately to 2/1/2029)
        - Applicants:

a) Tristen Coleman
b) Chris Melland

3. Planning Commission (One Regular vacancy for a three-year term beginning 2/1/2026 to 2/1/2029, two Regular vacancies for remainder of terms ending 2/1/2028, two Alternate vacancies for one-year terms beginning 2/1/2026 to 2/1/2027)
   - Applicants:
     a) Brett Adkins
     b) Sigrid Cottrell
     c) Sean Patrick
     d) Karen Stock

- Boards and Commissions Vacancy Notification Waiver Request

9:40 am

- Utility Easement; Visionary Communications LLC dba Visionary Broadband

9:45 am

- Vouchers and Transfers
  1. November 2025 Voucher Report
  2. November 2025 Cash Transfer Report
  3. November 2025 Purchase Card Report
  4. October 2025 Sales and Local Marketing Tax Report

- 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

10:15 am

- BREAK

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

10:30 am

- Call to Order

- Resolution; Expressing the Housing Authority's Intent to Accept the Transfer and Assumption of Certain Assets, Liabilities and Functions of the Gunnison Valley Housing Authority and Delegating to the Executive Secretary of the Gunnison County Housing Authority the Authority to Negotiate and Execute All Contracts, Agreements, and Other Documents and to Take All Necessary and Proper Actions Related to this Resolution and Ratifying All Previous Actions Thereto

- Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

10:35 am

- Call to Order
- Board of Health Updates:
    1. Clinical Services
    2. Home Visitation Programs
    3. Harm Reduction
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

11:05 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: Professional Services Agreement; Tourism and Prosp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Local Marking District; Professional Service Agreement for 2026; TAPP

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: 11/25/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\laserficheadmin Discharge Date: 11/21/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/4/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/16/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of January, 2026, by and between the Board of the Gunnison River Valley Local Marketing District, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("LMD") and the Tourism and Prosperity Partnership, known as the Gunnison-Crested Butte Tourism Association, whose address is 202 E. Georgia, Suite B, Gunnison, Colorado ("Contractor").

AGREEMENT

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

1. SERVICES.

As set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("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 LMD 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, 2026, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist with Gunnison County's Promote Prosperous, Collaborative and Health Communities 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, LMD shall pay Contractor fees not to exceed three million, one hundred twenty five thousand dollars and No/100 U. S. Dollars ($3,125,000.00) ("Compensation"). It is expressly agreed that these funds must be used exclusively for costs identified in the 2026 Budget attached as Appendix "A". Adjustments among budget line items may be at the Contractor's discretion as appropriate to achieve the overall marketing goals represented by the budget. The approved 2026 LMD budget identifies the support funds and expenditures. The funds

will be provided via equal monthly payments of $260,416.66.

The Contractor shall:

A. Implement the 2026 Work Plan reflected by the budget in Appendix A.

B. During the Term of this Agreement, enter into individual funding agreements with:
    a. Gunnison County Chamber of Commerce to provide funding for tourism services during the year 2026 in an amount no less than $25,000 (Twenty-five thousand dollars); and
    b. Mt. Crested Butte/Crested Butte Chamber of Commerce to provide funding for tourism services during the year 2026 in an amount no less than $25,000 (Twenty-five thousand dollars).

C. Create and utilize a comprehensive plan to ensure that the funds provided during the term and by this contract are strategically and equitably applied to diverse tourism efforts in the Gunnison Valley, pursuant to C.R.S. §29-25-111 with particular emphasis on the following funding structure and reporting:
    a. Events. Support of existing independent and organization sponsored events, with a clear formula for deciding which events to support, metrics for determining positive impacts to the economy and community vitality, and total dollars spent to support each event.
    b. Economic Development. Support of programs, events and opportunities with a focus toward developing and maintaining a diverse economic base in the valley.
    c. Marketing. Support of all marketing efforts that support the Contractor's mission, in addition to the following categories:
        i. Sustainable Tourism. Work closely with the Sustainable Tourism and Outdoor Recreation Committee (STORC) to consider and support resolution of issues related to infrastructure and signage necessary to promote and sustain recreational uses of areas throughout the valley.
        ii. Co-Marketing with Western Colorado University (WCU). Work closely with WCU marketing professionals to consider and support cooperative efforts to recruit and retain students at the institution.
        ii. Western Colorado University (WCU). Work with WCU to support efforts to recruit and retain students.
        iii. Seasonal Expenditures. Equitably support winter and summer seasons to maintain balance in the diverse types of visitors to and uses of our valley.

D. Provide biannual reports to the LMD to minimally include:
    a. Performance information and metrics related to the funding structure outlined in Section 3 above;
    b. Performance of the Contractor's adopted strategic business plan for 2026, including the plan's specific metrics and trend data that illustrate performance levels being achieved; and

c. Accompanying budget for the current year and of the previous six months showing alignment between the expenditures and the authorized spending categories outlined in Paragraph 3 above.

E. Pursuant to the Contractor bylaws, no later than October 1, submit a tentatively adopted strategic business plan and accompanying budget for the 2026 calendar year that, at a minimum, addresses the following:
   a. Proposed results and measurements for those results consistent with the purpose of the Contractor;
   b. Proposed strategies and associated budgets to achieve the proposed results;
   c. Strategies for creation, maintenance and coordination of an effective digital presence for the County;
   d. Strategies for marketing in-valley experiences and fulfillment;
   e. Proposed performance-based contracts with vendors and subcontractors that contract with the Contractor; and
   f. Coordination with strategic partners including, but not limited to, Crested Butte Mountain Resort, Western Colorado University; Gunnison County Chamber of Commerce, Mt. Crested Butte/Crested Butte Chamber of Commerce, major businesses and employers, municipalities, public land agencies, and event promoters.

F. Permit auditing by the LMD of all the Contractor's books, accounts, and financial transactions.

G. Provide a final project report in a form and format as prescribed by the County Manager on or before December 1, 2026.

H. Administer the ICELab

It is further recognized and understood by the parties to this Agreement that the financial obligations under this Agreement are contingent upon the receipt of tax revenues by Gunnison County from the lodging tax and, if there are insufficient revenues to support the estimated expenditures for 2026, the financial obligation will be reduced accordingly.

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 LMD, listing LMD 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 LMD. 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 Seventy-Nine Thousand, One Hundred Twenty and No/100 U.S. Dollars ($479,120.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand, Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Seventy-Nine Thousand, One Hundred Twenty and No/100 U.S. Dollars ($479,120.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand, Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Seventy-Nine Thousand, One Hundred Twenty and No/100 U.S. Dollars ($479,120.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand, Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The LMD'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 LMD'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 LMD must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision

is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the LMD, 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 LMD 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 LMD.

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 LMD under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless LMD, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the LMD 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 LMD.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the LMD reasonably prompt notice of the claim. Contractor will defend or settle, without seeking additional compensation, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the LMD. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the LMD 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 LMD, unless the settlement includes an admission of wrongdoing, fault or liability by the LMD, whether express or implied.

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

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to LMD that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude 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 LMD relies.

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the LMD, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or

condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the LMD in relation to this Agreement.

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The LMD 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 LMD will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. WARRANTIES.

Contractor represents and warrants to the LMD 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.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with

respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the LMD 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 LMD. The LMD, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

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

20. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered

personally or sent by certified first class US mail, postage prepaid, addressed as follows:

LMD:	Gunnison River Valley Local Marketing District Attn: Gunnison County Manager 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:	Gunnison-Crested Butte Tourism Association 202 E. Georgia, Suite B Gunnison, CO 81230

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my 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 LMD in the manner specified by the LMD. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii)

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

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between LMD 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 LMD shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

25. PUBLIC RECORD.

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

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Its: _____

September 2025 Tourism and Prosperity Partnership (TAPP) Presentation Detail

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Overview

TAPP has continued to work towards maintaining a robust tourism economy while also diversifying our economy beyond tourism. The recently released Dean Runyan and Colorado Tourism Office study estimated $372.5 million in visitor spending in Gunnison County in 2024. That is a growth of 3.1% over 2023. That also includes 2,600 jobs directly tied to that spending (up 5.4%), with earnings by those employees of $106.9 million (up 10%). Tourism remains the economic lifeblood of our community and must be maintained to keep our economy churning. At the same time, TAPP is working hard to smooth the booms and busts and wean our reliance on tourism by developing other sectors to our economy.

Thus far, 2025 has proven to be a bit more of a rocky year for tourism than 2024. In winter 2024/2025, we saw a downturn in visitation and spending. We attribute this to multiple factors. First, we have become heavily reliant on drive market traffic, specifically from the Front Range of Colorado. We had a slow start to the ski season with cold temperatures and a lack of consistent snowfall. In addition to this, we suspect that uncertainty in the economy has made some less apt to take trips. For the spring of 2025, our added marketing efforts seem to be paying off; we were able to overcome some of the downturn in winter with both May and June LMD collections coming in higher than last year. The full story of summer is yet to be seen, but early indications are that we were able to maintain similar tax collections with higher lodging rates and longer length of stay as opposed to more visitors. This is a very different picture than we have seen in other mountain destinations.

Our efforts to diversify beyond tourism continue to bear fruit and gain the attention and funding from state-level offices. We are trying to reduce barriers for our exporting businesses through programs like the opening of the Hub. We hope that this investment will become a self-sustaining venture that offers space for export businesses to house their operations into the future.

Similar to our tourism and ICELab efforts, we find that the Gunnison Valley's strategic advantage is its natural capital and access to the pristine lands that surround our population centers. We continue to lean into this advantage when it comes to our efforts with Western, where we have seen growing student opportunities via a world-class field station at Rocky Mountain Biological Laboratory.

While we have had success in 2025 thus far, we are conservatively budgeting for 2026. We are projecting that LMD collections will come in flat to last year in our planning. We are reducing our ask of the LMD while also expanding our winter marketing in order to offset a downturn we saw last year.

Source: Tourism Economic Impact

Marketing

Spring (May and June) Tourism

Increased spring visitation

TAPP is starting to see the spring marketing campaigns of the last few years paying off in a big way. There were 20% more overnight visitors to Gunnison County this May and June than during these months last year. Though growth in visitors happened county-wide, the growth was skewed towards the south end of the county. More individual people visited the south end of the valley than the north end during this period. This is in line with TAPP's goals of growing south valley tourism during the spring shoulder season.

Despite the growth in the number of south valley visitors, their stays tend to be about a day shorter than north valley visitors during May and June. Something to work towards in the future is extending the length of south valley trips. One way to do this would be to increase fliers, who tend to stay longer.

Source: Placer May + June visitation report

Gunnison sales tax increases

The City of Gunnison sales tax data reflects these same trends, with sales tax collections up year over year for April, May and June. Gunnison businesses and the municipality are benefiting from more visitors during this historically slow season.

Source: City of Gunnison spring sales tax spreadsheet

Summer (July and August) Tourism

Difference Between North and South Valley

There was a big difference between the south and north ends of the valley during July and August. The south end of the valley saw about the same number of visitors as last year, but they stayed longer than visitors did last year. The north valley saw a 7% drop in visitors year over year, but visits were slightly shorter. County-wide, a 4% drop in unique visitors was mostly offset by a longer length of stay.

Source: Placer July + August visitation report

Spring and Summer Flights

Excellent Flight Performance

Spring and summer flights performed well, with an average load factor of 73%. This high load factor is especially impressive due to a 63% capacity increase.

Source: Jeff Moffett report to TAPP board of directors, 9/4/2025

"Non-Snow" Marketing Campaign Report

Main Campaign Performance

With campaign performance data still coming in, the preliminary report shows that the spring and summer tourism marketing campaigns performed well. Working with our media agency, TAPP ran a full funnel ad campaign, ranging from awareness campaigns on platforms like Spotify all the way down the funnel to retargeting campaigns that focused on driving conversions among people who had already interacted with ads. Audience profiles included gravel bikers, mountain bikers, and a more general "outdoorsy" audience, focusing heavily on Texas and the Front Range.

Meta and Google Search ads were the stand-out performers and the main drivers of traffic to the site. These platforms also achieved the lowest costs per click.

TAPP executed our most wide-reaching content creator partnerships yet, with Jess Hana and Jeff Kendall-Weed showcasing the area to their large audiences on Instagram and YouTube, respectively.

This spring and summer, TAPP and our agency worked together to find more platforms on which to reach gravel bikers, since they've been a tricky group to target in past campaigns. Reddit ended up being an excellent way to connect with avid gravel bikers.

Source: Colvita Creative summer 2025 campaign report
Source: Jess Hana Instagram
Source: Jeff Kendall-Weed YouTube

Camping Stewardship Campaign

The camping stewardship campaign had a very high cost per click but achieved a high click-through rate and high time on site. Next summer, we will work to get the cost per click down.

Source: Colvita Creative summer 2025 campaign report

Fall Visitation Forecast

Fall Lodging

Lodging rates are up 8% year-over-year, while occupancy is down about 7%. Length of stay is up 5%.

Source: Key Data fall lodging booking forecast

Fall Flights

September, October and November flight bookings are pacing ahead of last year in double-digit percentages, per the private air command report email from Bill Tomcich.

Winter Visitation Forecast

Last Winter's Slump

As TAPP reported in our May 2025 presentation, visitation for the 2024-2025 ski season fell 8% from the previous winter.

Source: May 2025 TAPP LMD presentation

2024 Statewide Visitation Decline

A report last month by the Colorado Tourism Office showed that out-of-state visitors declined in 2024 from the previous year. Destimetrics reported a summer slowdown in lodging bookings in resort towns across the West. In 2024, international visitation has tanked, down double digits compared to 2023.

Source: The Colorado Sun, Aug. 4, 2025

Winter Lodging

The lodging forecast for this winter shows room rates up and occupancy down from winter '24-25. However, it's still early. Most people haven't booked their winter trip yet, so this data is incomplete and should be taken with a grain of salt. The data is also skewed towards Mt. CB and commercial lodging, so it's not a full picture of the county.

Source: Key Data winter 2025-26 lodging booking forecast

Winter Flights

Winter flight bookings are on par with last year, per Bill Tomcich's private air command report email. Again, it's still very early.

"Snow" Campaign Design

Earlier Start

Ads will begin running a month earlier this year to capture the high-value visitors who book early. The campaign will also work in tandem with ski gear drops and Epic Pass sales.

Source: Book>Direct booking window report

Chicago Flight Focus

The campaign will promote the Chicago flight and raise awareness of Gunnison and Crested Butte in the Chicago and Midwest markets.

"Snow" Marketing Budget Increase

To better align funding with areas of need, TAPP has added a $100k boost 2025/2026 winter marketing budget and proposed an additional $100k boost to 2026/2027 winter marketing. There are two reasons for this:

1. There is more opportunity for growth in winter visitation, where travelers stay longer and spend more than their summer counterparts. Plus, winter travelers have a much smaller footprint on the land than summer ones, in that they are more likely to fly and the impacts are limited to more hardened areas.
2. Colorado overall is seeing a downturn in skier visits, losing share to Utah.

Source: The Colorado Sun, Aug. 4, 2025

PR Shift

This winter, TAPP will shift more funds toward contracted partnerships with content creators and away from traditional PR. This shift aligns with industry trends, with many marketers opting for guaranteed promotion instead of FAM trips with no guaranteed ROI. TAPP will also host a group of content creators during one week this winter, also in alignment with industry trends. Hosting multiple creators in market at the same time increases brand visibility

and saturation among our audience. New marketing manager Meredith Zaltsman's expertise in this area will guide TAPP's strategy and project execution.

Western

With Western Colorado University's increased focus on place, we're aligning with the Western marketing department to offer support and collaboration wherever possible on paid and organic channels.

Source: Western marketing landing page

In addition to further aligning with Western's marketing department, we continue to build value through the post-graduate program in partnership with Rocky Mountain Biological Laboratory. The partnership is bringing value to RMBL while also giving post-grads real-world experience. In addition to this experience, datasets and projects are being integrated on campus to further build up the student experience. Funding via federal grants was initially promising for this program, but those have not panned out. Instead, there has been a shift to fund these projects moving forward, with some recent successes with the Chrest Foundation and private donors. Similar to our other projects, we hope that TAPP funding will seed a partnership that maintains on its own in the future.

Source: Western/RMBL Post Grad Update Sept 2025

ICELab

Who is the ICELab?

- Founded in 2016, the ICELab is the Gunnison Valley's entrepreneurial support organization. "ICE" stands for innovation, creativity and entrepreneurship. The ICELab is a part of the Tourism and Prosperity Partnership (TAPP), which holds a professional services agreement with Gunnison County to support sustainable tourism, economic development, and the success of Western Colorado University.
- The ICELab's mission is multifaceted in efforts to create more high-paying jobs in Gunnison County, to support local businesses that export products or services out of the county, and to nurture connections between local entrepreneurs, established businesses, mentors, investors, and state business resources.
- The ICELab has put great effort into gaining national recognition for rural Colorado as a place where outdoor industry brands can find success. While Gunnison County is the primary focus, the ICELab sees the success of entrepreneurs in all of rural Colorado as imperative to its mission.

What success has the ICELab had?

Metric Goals accomplished from 2019 - 2024:

- Recruited 4 companies to move to the Gunnison Valley
- Started working with 38 companies in the Gunnison Valley
- Created over 70 jobs with over 40 of them being >$60k (+114% AAW of Gunnison County)
- Saw a cumulative revenue increase of >$7.8 million from the companies who interface with the ICELab
- Placed nearly 40 WCU Students/Grads in Internships & Careers
- Developed 5 Training Programs for the Entrepreneurs of the Gunnison Valley

Cumulative Metrics	2019		2020		2021		2022		2023		2024	
	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
Companies Recruited	1	1	2	2	3	4	4	4	5	4	6	4
Jobs Created	5	5	12	22	20	33	30	46	45	62	60	74
Jobs >$60k Created	1	3	3	6	5	10	8	29	13	34	18	44
Revenue $ Increase	$200,000	$847,000	$700,000	$1,144,971	$1,500,000	$1,633,426	$2,500,000	$4,134,013	$4,000,000	$5,847,376	$5,500,000	$7,794,607
WCU Interns/Grads placed	2	5	4	13	7	19	11	23	16	34	21	37

***These metrics are cumulative year over year

Key ICELab Supported Company Successes

pact

Product being sold in every REI location across the country

"DOO CO RIGHT" & "Clean 14" initiatives have garnered national attention

AI Early-Stage Capital and Retention Grant recipient

CAMPFIRE RANCH

Recruiting employees from across the country resulting in 8 FTE in rural CO and opening properties outside the state

ID SCULPTURE

REDI Grant Awardee

One of Gunnison's Largest Employers

Global Exporter

Relocated to Gunnison CO after completing the Moosejaw Outdoor Accelerator

Recently announced their largest licensing deal to date with Burton Snowboards

ICELab Nationally Recognized Programs

Outdoor Industry Funding Summit

- 28 companies have attended from 15 states (including CO)
- Received OREC grant funding in 2023 to support the event, Conor Hall attended and presented to the group of founders, investors and sponsors
- This program has garnered national attention and led to the ICELab's role in Outside Ignite for 2025
- Companies Who Received Investment:
    - Hest, Electric Outdoors, Stoked Plastic & More

Moosejaw Accelerator

- 250+ Companies Applied
- 40+ States Represented
- 2 Companies Relocated to Gunnison County
- 3 Companies Still Considering Relocation
- 1 Company Relocated from Front Range to Rural Colorado

Outside Ignite

- Added in 2025 as part of the Outside Festival & Summit
- Nationwide Pitch Competition with 180+ Applicants
- $100,000 Prize to the Winner
- The ICELab is seen as a leader in the funding landscape for outdoor industry companies and has played an important role in the creation and facilitation of this event

What will future success look like for the ICELab?

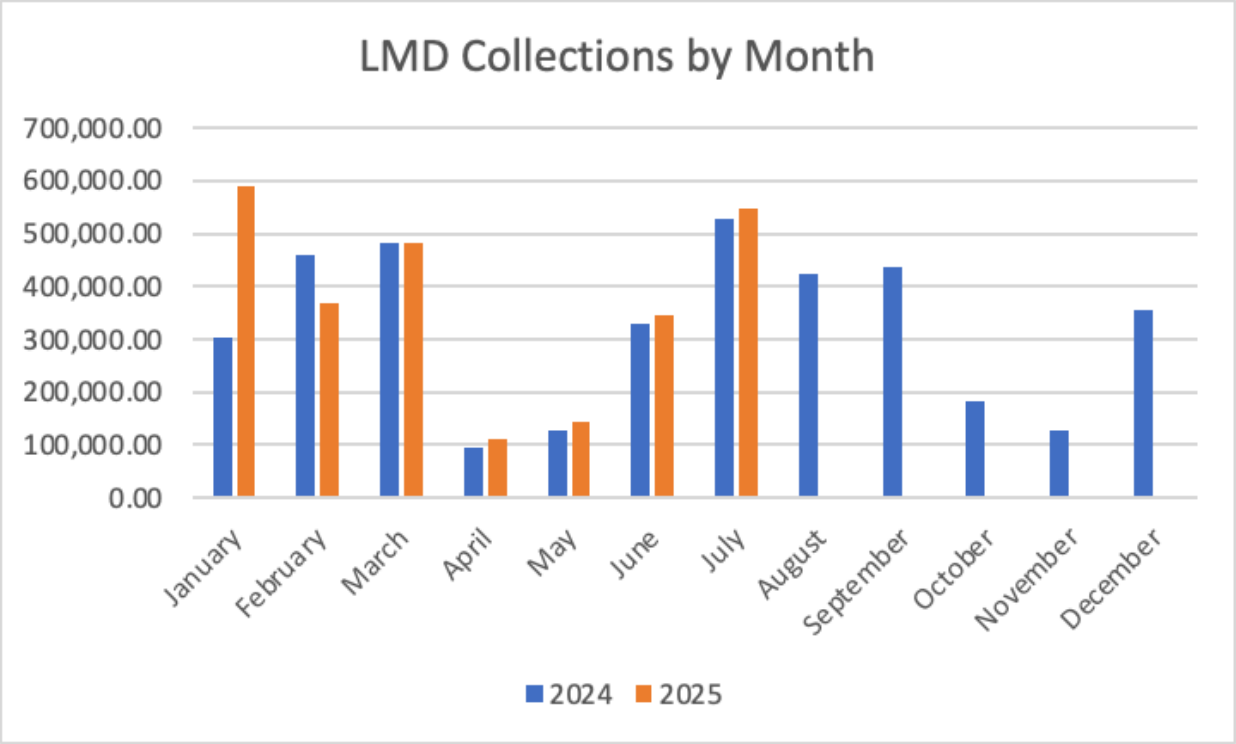
Metric Goals to accomplish by 2030:

- Recruit 7 new companies to move to the Gunnison Valley
- Start working with 20+ new companies in the Gunnison Valley
- Create 50+ more jobs with 30+ of them being >$60k/year salary
- See a cumulative revenue increase of >$9million from the companies the ICELab works with
- Place 30+ WCU Students/Grads in Internships & Careers
- Continue and improve the 5 Training Programs for the Entrepreneurs of the Gunnison Valley

Budget Document

LMD Collections Through June 2025

While there was an outlier in late collections coming in for January, we would otherwise be pacing flat to last year. For this reason, as well as uncertainty in the economy, we have decided to project overall LMD revenues to be flat to last year. We expect that with the January bump and decent pacing that the picture likely could be better as the year closes out.



2026 Proposed Budget

The TAPP Board of Directors is recommending the LMD Board allocate $3,125,000 from 2025 collections to TAPP spread evenly across the months of 2025.

G-CBTA
Recommended Budget
2026

	General	ICELab	STOR	TA Non-Snow	TA Snow	Western	TOTAL
Income							
Income	3,125,000	210,896	10,000	0	0	0	3,345,896
Interest Earned	18,000	0	0	0	0	0	18,000
Total Income	**3,143,000**	**210,896**	**10,000**	**0**	**0**	**0**	**3,363,896**
Gross Profit	**3,143,000**	**210,896**	**10,000**	**0**	**0**	**0**	**3,363,896**
Expenses							
Admin/Other	14,242	216,309	0	1,926	1,926	0	234,403
Content Creation	400	0	0	92,236	96,751	0	189,387
Digital Media	3,658	2,250	20,000	483,123	494,673	20,000	1,023,705
Personnel	18,209	315,172	0	163,597	167,697	0	664,675
Press Trips	0	20,000	0	39,514	41,715	0	101,230
Print Media	0	600	0	24,435	41,209	0	66,244
Public Lands Experie	0	0	13,000	0	0	0	13,000
Research	52,009	0	29,545	0	0	0	81,554
Social Media	0	0	0	180,593	344,507	0	525,100
Special Projects	0	195,750	0	0	0	165,000	360,750
Subcontractors	28,920	0	0	11,265	11,400	0	51,585
Travel/Meals/Enterta	4,818	20,950	0	3,900	600	0	30,268
Visitor Centers	50,000	0	0	0	0	0	50,000
Websites and Apps	31,200	0	0	0	0	0	31,200
2026 Proposed Expe	**203,457**	**771,031**	**62,545**	**1,000,589**	**1,200,478**	**185,000**	**3,423,101**
Net Operating Incom	**2,939,543**	**-560,135**	**-52,545**	**-1,000,589**	**-1,200,478**	**-185,000**	**-59,205**
2025 Budget	204,017	996,165	137,318	992,460	997,733	205,833	3,533,527
2025 Actual/Fcst	**200,352**	**1,161,614**	**78,938**	**906,553**	**1,060,340**	**164,667**	**3,572,464**

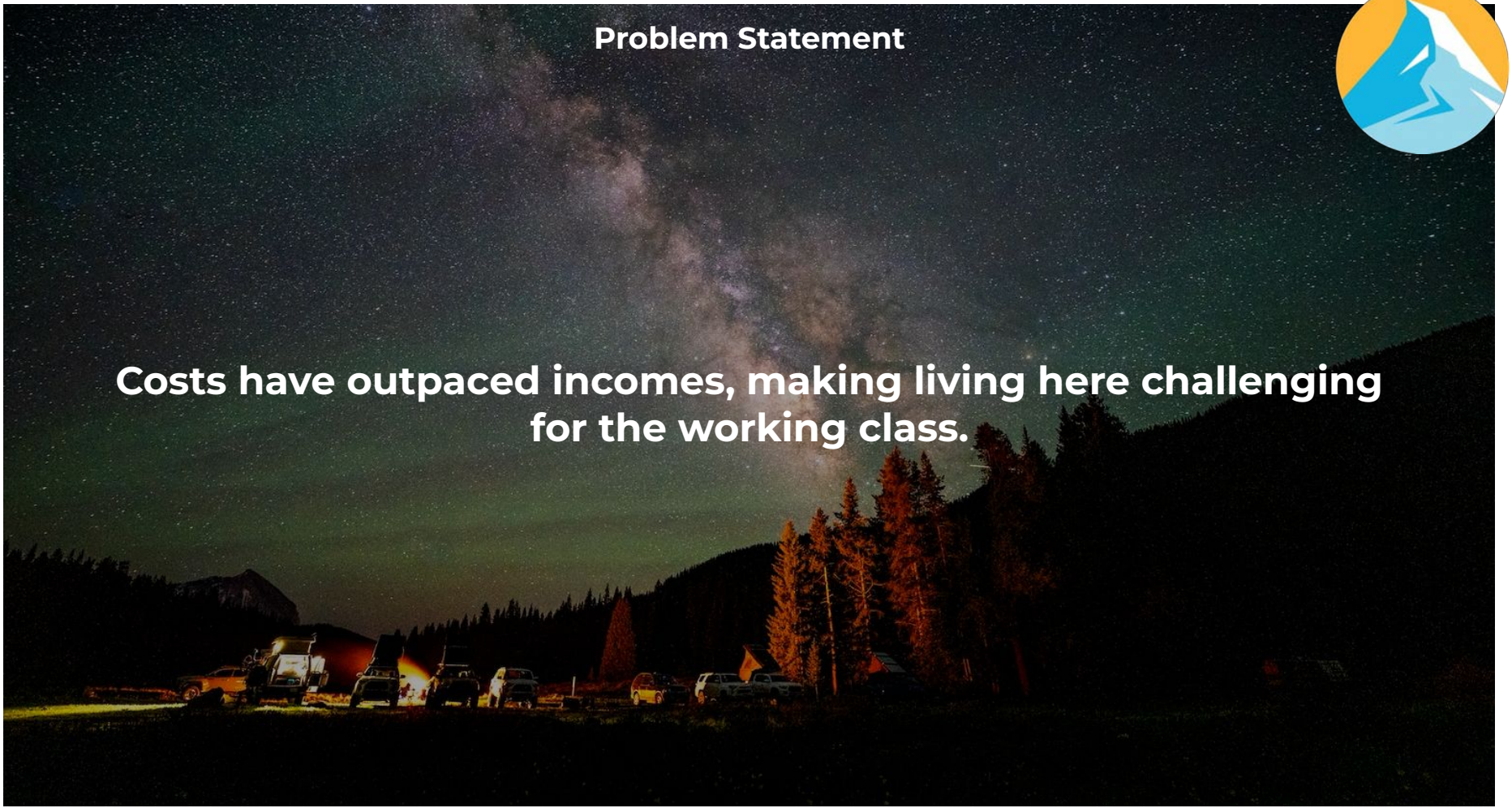
TOURISM & PROSPERITY PARTNERSHIP

Local Marketing District Board Presentation

September 23, 2025

- **TAPP overview**
- **Marketing report**
- **ICELab report**
- **Other project updates**
- **2026 annual operating plan and budget request**

Problem Statement



Costs have outpaced incomes, making living here challenging for the working class.

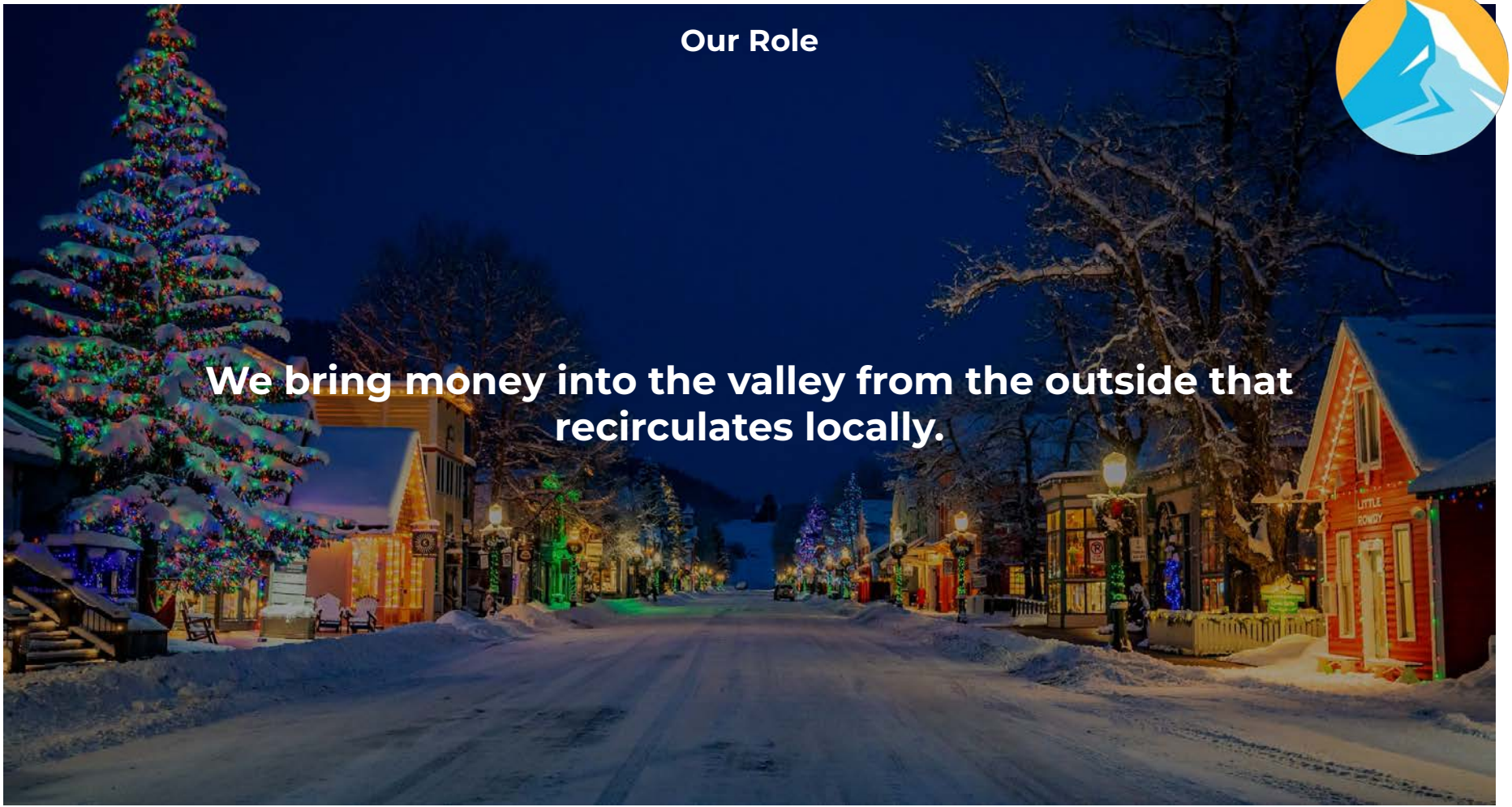
TAPP Vision

To strengthen community prosperity through strategic tourism initiatives and diversified economic growth.

TAPP Mission

The mission of the Tourism and Prosperity Partnership (TAPP) is to leverage Local Marketing District and grant monies to develop and maintain a robust and diversified Gunnison County economy.

Our Role



We bring money into the valley from the outside that recirculates locally.

What We Do

Tourism spending
Second Homeowners and Remote Workers
Gunnison Valley Economy
Western student spending
Exported products and services

Strategic Focus

Economic Development and Diversification

- **Tourism**
- **Exports**
- **Western**

Brand Message

Natural capital and lifestyle

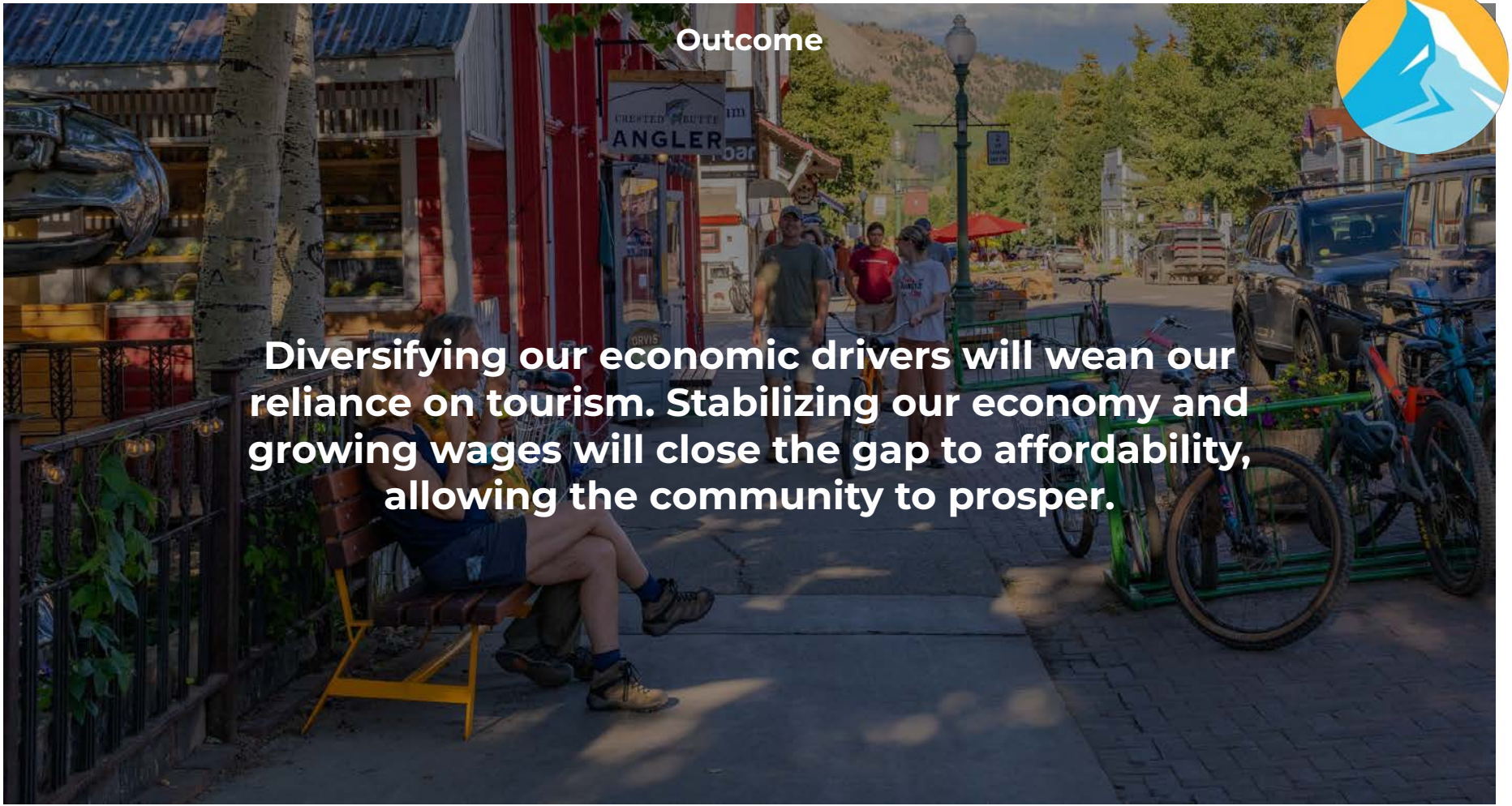
Summer

Trails and public lands

Winter

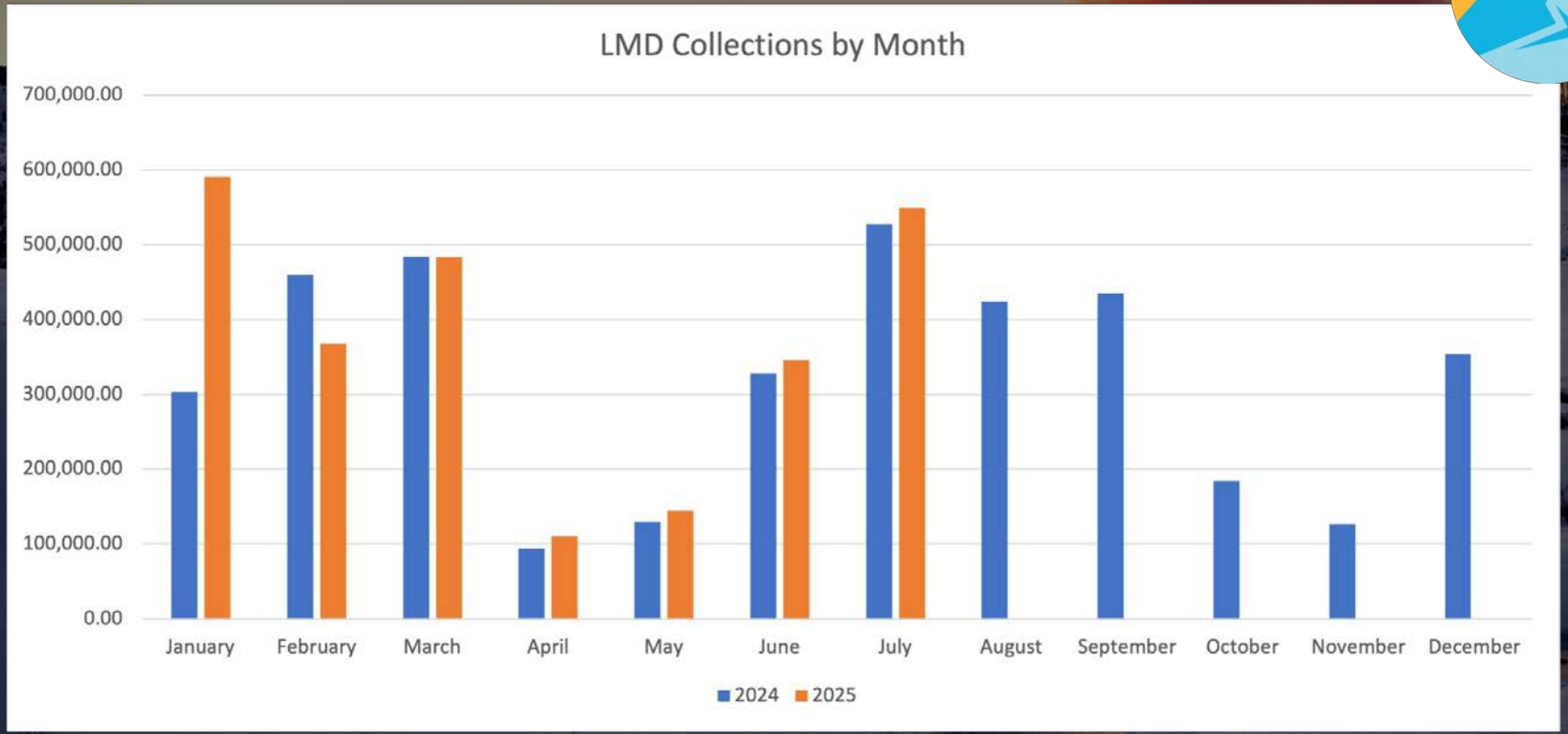
Extreme skiing and small towns

Outcome



Diversifying our economic drivers will wean our reliance on tourism. Stabilizing our economy and growing wages will close the gap to affordability, allowing the community to prosper.

2025


LMD Collections by Month
700,000.00
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
0.00
January
February
March
April
May
June
July
August
September
October
November
December
2024
2025

Marketing Update

- “Non-snow” visitation report
- “Non-snow” marketing report
- Winter tourism forecast
- Winter campaign design

Spring and summer visitation overview (pg. 2-3)

- Spring (May and June)
  - County visitors increased 20% over last year
  - More growth in south valley
  - Spring marketing campaigns paying off, esp. with gravel bikers
- Summer (July and August)
  - South valley saw the same number of visitors, but they stayed longer
  - North valley saw fewer visitors, length of stay was slightly shorter than last year
- GUC flight bookings were strong
  - 73% load factor on 63% year-over-year capacity increase

“Non-snow” marketing campaign report (pg. 3)

- Campaign started running in early April and wraps up this week
- Meta, Google Search and YouTube were top performers
- Discovered more platforms to connect with gravel biking audience
- Leaned more heavily into content creator and brand partnerships
- Camping stewardship campaign had a high cost-per-click but high engagement

Fall and winter visitation outlook (pg. 4-5)

Fall (September and October)

- Lodging rates up 8% over last year
- Occupancy down 7%
- Length of stay up 5%
- Flight bookings are strong

Winter (ski season)

- Visitation was down 8% last winter
- Collapse of international visitation continues to affect other destinations in the state, but Gunnison Valley visitors are nearly all domestic
- On very early data, room rates for the coming winter are up and occupancy is down
- More Chicago flights this winter

“Snow” marketing campaign design (pg. 5-6)

- Opportunities and threats in winter
- $100k boost in ‘25-26 and $100k boost in ‘26-27 winter campaign spends
- Relying less on drive market, increasing focus on fly market
- Winter guests
  - Are more likely to fly
  - Spend more
  - Have less impact on the land
- Ads will launch in September (a month earlier than usual) to capture high-value, early booking travelers
- Targeting the Chicago and Midwest market to promote Chicago flight
- Growing content creator and brand partnerships
- Adopting more sophisticated processes for email and social media
- Collaborating with Western marketing department

RMBL/Western (pg. 6)

- 5 student projects have benefitted RMBL and WCU
  - Senior capstone, summer interns, independent and course specific
- Student and graduates: growth and professional development
- 1 Job placement in the valley (work-in-progress)
- Future Funding and collaborations
  - 2 NSF Proposals- not funded
  - Chrest Foundation-Funded $75,000/year
  - Donor $20-30k/year for data management

Metric Goals accomplished from 2019 - 2024 (pg. 6-8):

- Recruited 4 companies to move to the Gunnison Valley
- Started working with 38 companies in the Gunnison Valley
- Created over 70 jobs with over 40 of them being >$60k (+114% AAW of Gunnison County)
- Saw a cumulative revenue increase of >$7.8 million from the companies who interface with the ICELab
- Placed nearly 40 WCU Students/Grads in Internships & Careers
- Developed 5 Training Programs for the Entrepreneurs of the Gunnison Valley

Link to full metrics in Appendix

ICELAB

- The Hub Construction
  - Tracking on budget
  - On schedule for EOY completion
- Outside Funding Sources
  - OEDIT ($150k / 3 years)
  - Region 10 ($12K)
- Tenants
  - 4 signed LOIs
  - Ongoing conversations
  - Exporting good or service outside of the Gunnison Valley
  - Growing interest in shared resources/infrastructure

- Outdoor Industry Funding Summit 2025
  - Economic uncertainty
  - Looking ahead to 2026
- Western Coworking Space
  - Continuing to deepen the Western connection
- Local, regional and state partnerships

How We'll Do It 2026 Goals

Tourism

- Minimize flight MRG's and grow winter lodging revenues over last year
- Grow shoulder seasons and south valley visitation to smooth the boom and bust of summer tourism

ICELAB

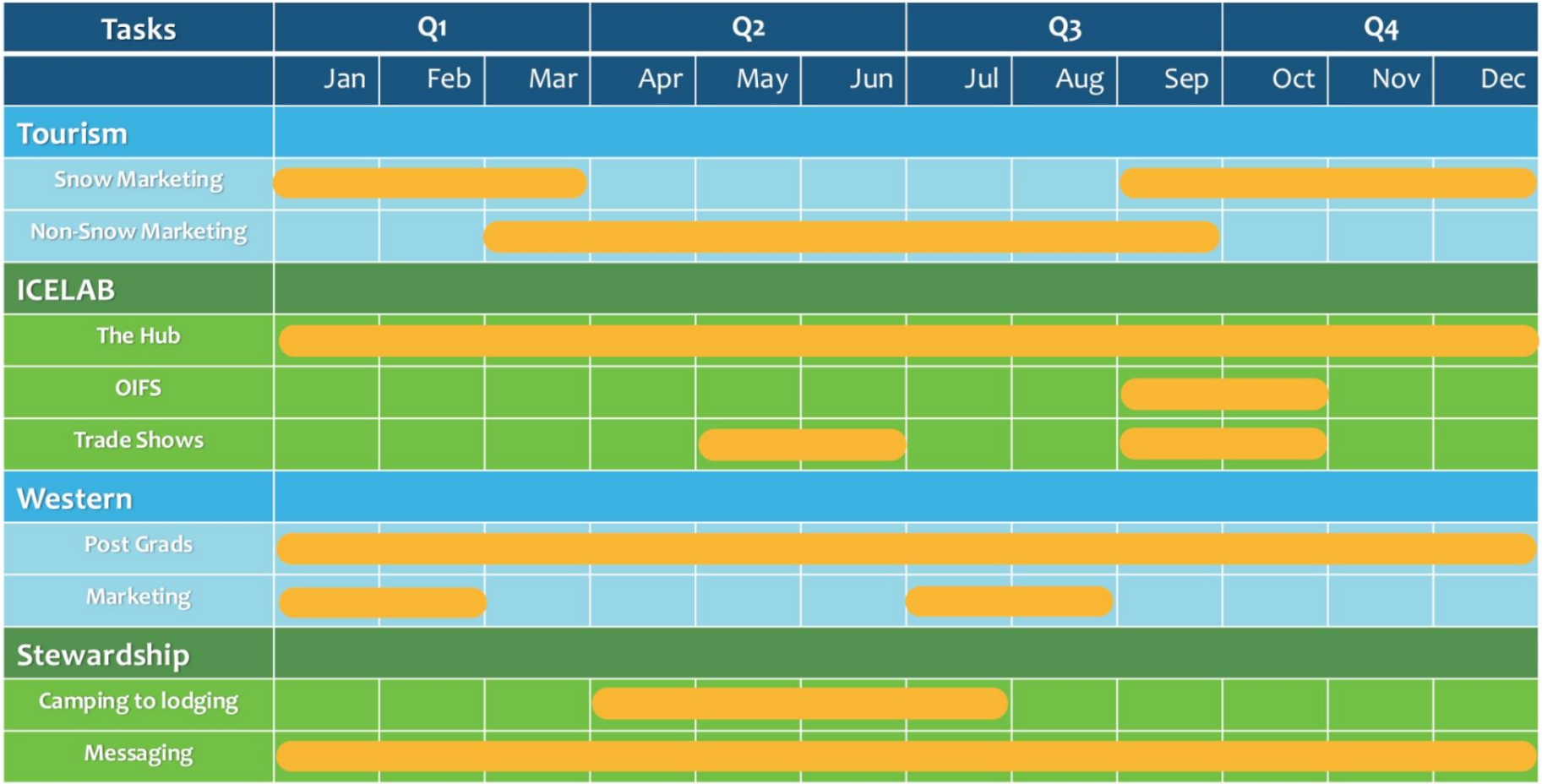
- Grow the Hub to a point where it is breaking even
- Continue to build and maintain investor network through Outdoor Industry Funding Summit
- Build the Gunnison Valley brand through trade shows

Western

- Create opportunities for students to interface with real world experience via RMBL research
- Incorporate Western into our marketing initiatives

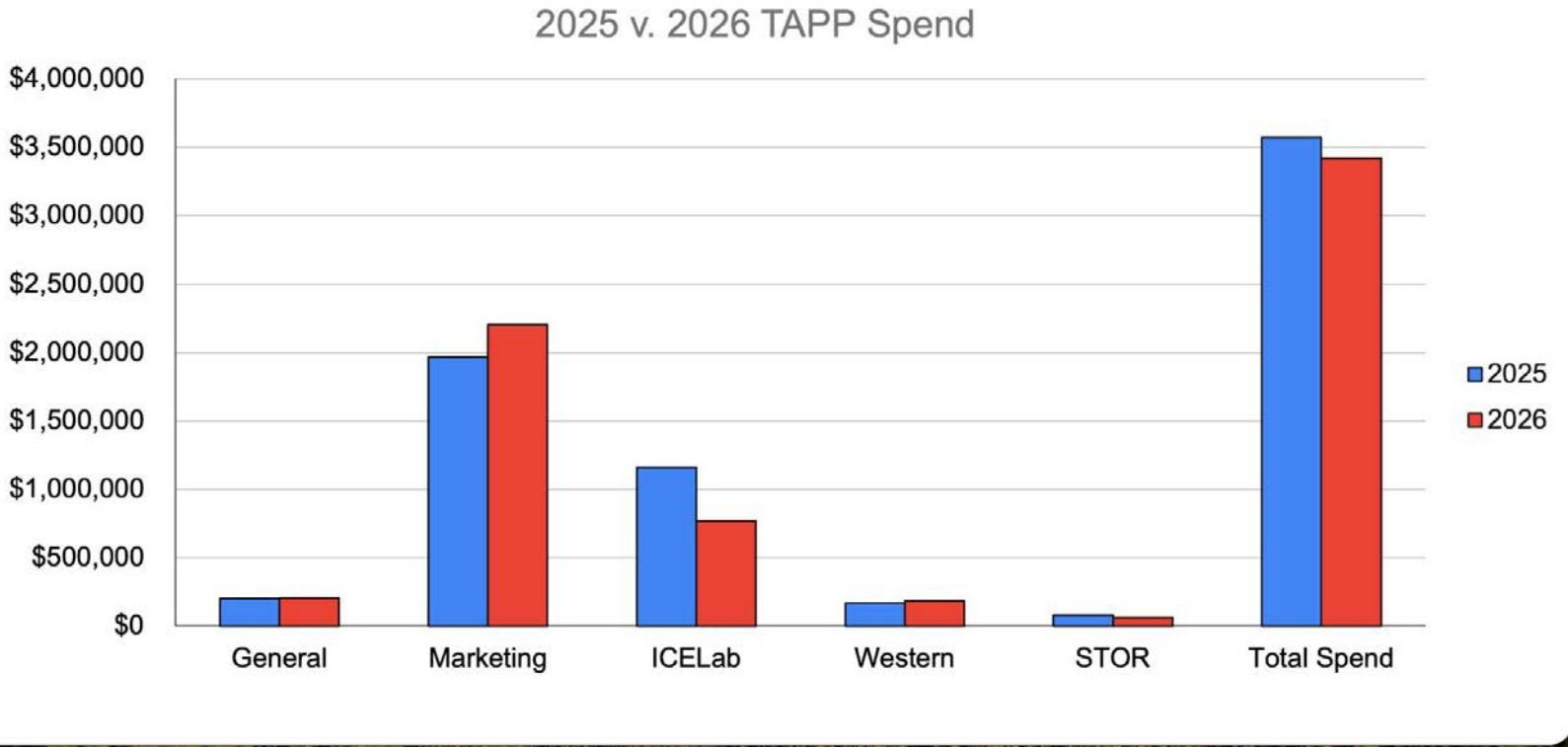
Stewardship

- Drive visitors to paid lodging over camping
- Integrate stewardship messaging into all organic and paid content


Tasks
Q1
Q2
Q3
Q4
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Tourism
Snow Marketing
Non-Snow Marketing
ICELAB
The Hub
OIFS
Trade Shows
Western
Post Grads
Marketing
Stewardship
Camping to lodging
Messaging

LMD Recommendation

$3.125 million of 2025 collections (pg 9-10)



Long Term KPI's

Overall

- Growth in tax collections
- IMPLAN jobs data to track trends by industry

Tourism

- Outpacing competitive set, especially in times of state or national tourism downturns
- LMD revenue growth by season
- Airline passengers flown
- Overall economic impact

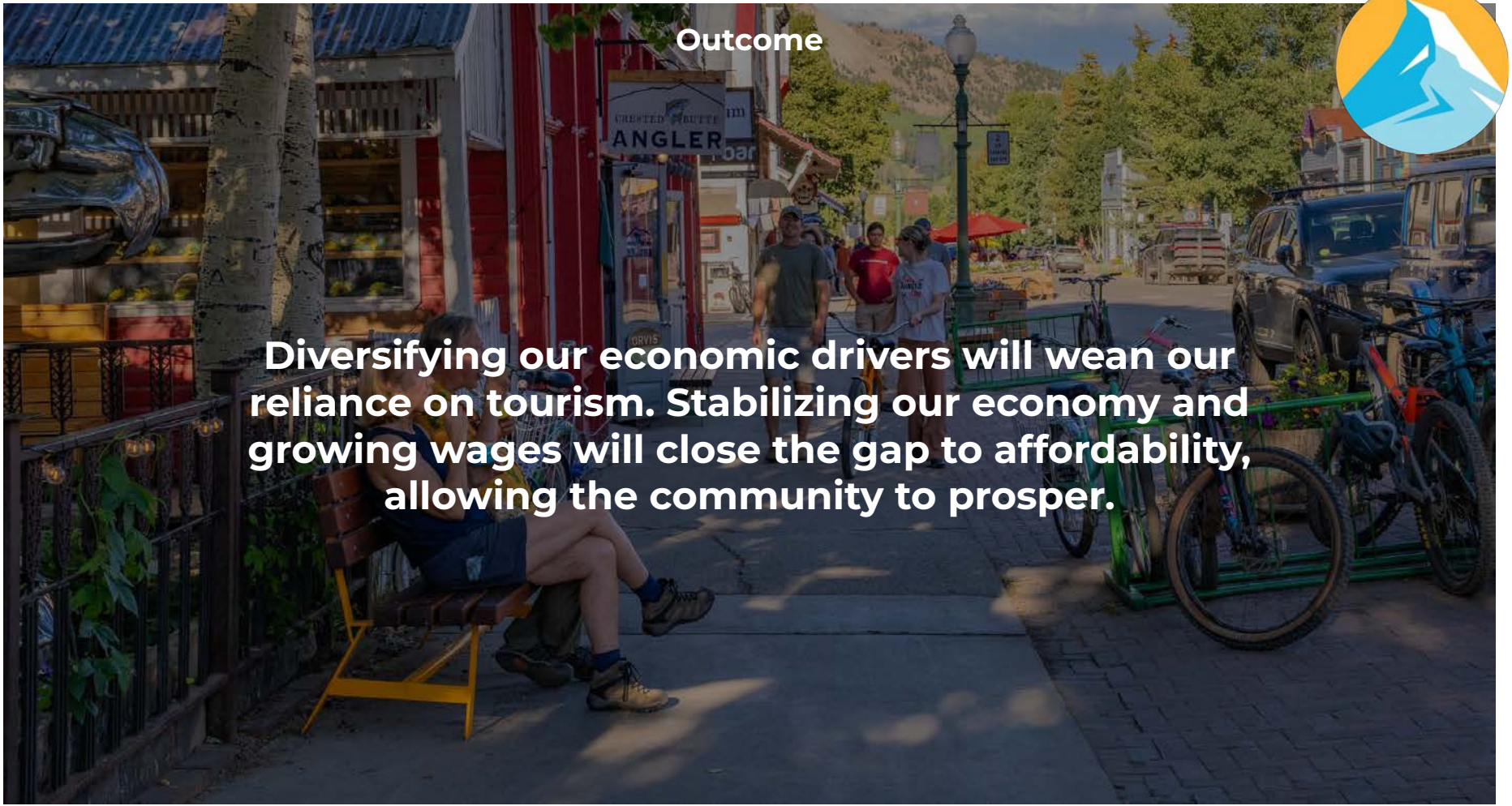
Economic Development

- Companies recruited
- Jobs created
- Jobs over AMI created
- Revenue $ increase
- WCU interns/grads placed
- Capital invested

Western

- Recruitment and retention
- Funding and philanthropy
- Entrepreneurial initiatives
- Publicity and media

Outcome



Diversifying our economic drivers will wean our reliance on tourism. Stabilizing our economy and growing wages will close the gap to affordability, allowing the community to prosper.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 18, 2025 Regular Meeting Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Draft BOCC Minutes; 11/18/2025

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/4/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 18, 2025

The November 18, 2025 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

BREAK: The meeting recessed from 8:30 until 8:44 am in order to hold the below Public Hearing.

PUBLIC HEARING; A RESOLUTION AMENDING THE GUNNISON COUNTY STANDARDS AND SPECIFICATIONS FOR NEW ROADS AND BRIDGES:

1. Open Public Hearing. Commissioner Puckett Daniels opened the Public Hearing at 8:30 am.

2. Public Notice Confirmation. Assistant County Manager for Public Works Martin Schmidt confirmed that the Public Hearing had been properly public noticed.

3. Staff Presentation. ACM Schmidt relayed that the standards were first adopted in 1991 and this is the largest revision it has undergone since then. The revisions updated the intent for the safety of the public and first responders in addition to being clearer to the public about the expectations. He stated the bulk of the changes from the staff level were to clear up definitions of when certain standards were applied and when they were not, including any confusion about what the term driveway meant. The Attorney's office was also brought in for their thoughts on the revisions in terms of aligning them with current law and harmonizing with the Land Use Resolution. Lastly, he relayed that since the two work sessions, staff did a change formatting but did not make any substantial changes and would like to adopt the changes and begin regulations on January 1, 2026.

4. Board Questions. Commissioner Smith asked if this document is on par with what the rest of the state is doing. ACM Schmidt replied that while it is important to level set, they wanted to make the document pertain to Gunnison County. Commissioner Puckett Daniels relayed that this document seems to be adaptive to the feedback from constituents that were seen in the Public Works Department.

5. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 8:39 am. There were no public comments.

6. Acknowledge Correspondence Received. No additional correspondence was identified.

7. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 8:44 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

There was a discussion on whether it would be preferable to pass the Resolution today or modifying it to state it is effective January 1, 2026. Commissioner Smith verified that CA Hoyt did review the word changes. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-29 a Resolution Amending the Gunnison County Standards and Specifications for New Roads and Bridges with the acknowledgment of the table change that in Section 4.4C, which will be moved to Section 4.2D, as referenced in this discussion today. Motion carried unanimously.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the November 4, 2025 meeting minutes as presented. Motion carried unanimously.

1. November 4, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Grant Application; 2025-2026 Emergency Management Performance Grant; Colorado Division of Homeland Security & Emergency Management; Emergency Management; 10/1/2025; 6/30/2025; $299,879.17

2. Delegation of Authority for Gunnison County Attorney Signature; Stipulation between Plaintiffs and the Board of County Commissioners of the County of Gunnison, State of Colorado; 2025CV30047
3. Amendment to Lexis+ Subscription Agreement with Agreement Addendum; LexisNexis; Attorney's Office; 1/1/2026 to 12/31/2026; $4,776
4. Award Letter; Boettcher Catalyst Grant; Juvenile Services; $5,000
5. Intergovernmental Agreement to Disburse Colorado Opioid Abatement Council Grant Funds; Board of County Commissioners of Ouray County; Juvenile Services; 11/18/2025 to 12/31/2026; $26,000

FOOD BOXES UPDATE; REQUEST FOR FUNDS: Assistant County Manager for Health, Human and Safety Services Joni Reynolds was present for discussion.

ACM Reynolds explained they have emergency food boxes in Health and Human Services (HHS) that they distribute when the food pantry is closed. Historically, they receive them from the food pantry, but with the Supplemental Nutrition Assistance Program (SNAP) benefit pause, they are running low. HHS spent about $600 developing 23 food boxes and noted the boxes are for families or individuals. To date, they have distributed all the boxes from the pantry and eight of their stock. Health and Human Services will be providing food boxes through the end of 2025 and requests $2,000 to develop 70 more boxes.

The Board was supportive of the ask. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the expenditure of $2,000 from the discretionary funds of the Board of County Commissioners for the food box update as requested by Joni and her team at HHS. Motion carried unanimously.

EMPLOYEE DONATION MATCHING FUNDS REQUEST:

CM Birnie explained they discussed how to encourage employee contributions at the employee appreciation and is requesting a match up to $2,000 from the Board to match employee donations. The Board was supportive and desired to match dollar per dollar rather than have a limit. **Moved** by Commissioner Smith, seconded by Commissioner Houck to commit money from the BOCC discretionary fund to the employee donation matching funds request for donations to the Food Pantry through the 17th. The motion was amended to include the ratio as a dollar-to-dollar match. Motion carried unanimously.

COMMISSIONER ITEMS:

Commissioner Houck:

1. Mayors and Managers – The Board attended the Mayor's and Manager's Meeting.
2. Metropolitan Recreation District (MetRec) – Commissioner Houck met with Dave Wiens to discuss items they are working on including the Crested Butte South to Crested Butte Trail.
3. Public Land Managers – Commissioner Houck has reached out to the public land managers and folks at the agencies to discuss the state of public lands.
4. HB 1177 Roundtable – Commissioner Houck will report updates with the other water updates.
5. State Land Board – Commissioner Houck continues to work with the land board regarding how to layer leases on state land boards or how to open or expand new leases.
6. Wolf Reintroduction – Commissioner Houck has been in touch with Area Wildlife Manager Brandon Diamon. The Colorado Parks and Wildlife (CPW) Commission met on the 13th and 14th in Stirling and Gunnison County Stockgrowers' Association President Andy Spann went personally to represent the Gunnison County Stockgrowers' Association. Commissioner Houck relayed that even though there were no wolf items on the agenda, there was a lengthy discussion regarding wolves due to public comment. He then explained that the State of Washington voted eight to one to not release wolves in the state of Colorado. Commissioner Houck reiterated he continues to have conversations to counter the conflict between producers and wolves.
7. Gunnison Valley Transportation Planning Region (GVTPR) – Commissioner Houck was unable to attend the meeting but stated Vince Rogalski did have a celebration for his retirement.
8. Western Colorado University (WCU) Foundation Banquet – Commissioner Houck attended the celebration and said it was remarkable to see the amount of private side philanthropy dedicated to programs and students at Western as well as the percentage of students who receive some kind of scholarship.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2024; R003030; PARCEL NO. 3255-031-25-011; LOTS 23 & 24, BLOCK 4, CRESTED BUTTE; HARRY MILLER IV: Appraiser I Charles McDonald and Petitioner's Agent Mills Ford were present for discussion.

1. Open Abatement Hearing. Commissioner Puckett Daniels opened the Abatement Hearing at 9:18 am.

2. Public Notice Confirmation. Clerk Perry confirmed that the Abatement Hearing had been properly noticed.

3. Identify Ex Parte Communications. There were no ex parte communications identified.

4. Staff Presentation. Appraiser McDonald relayed the property information including the properties he used for comparison. He explained that last year, this property went through an abatement appeal for the year 2023 and they are recommending using the same valuation given then for 2024. Commissioner Puckett Daniels confirmed the date range for 2024.

5. Applicant Presentation. Agent Ford introduced himself and also described the property. He relayed the actual value for 2023 was lowered and for the year 2024, the Assessor's office is agreeing to match the value for 2023. He stated that while he understands the March 13, 2023 sale occurred for $3,550,000 after the sales period by nine months and therefore cannot be used a comparable sale, his opinion is that the sale from March 13, 2023 reflects a dramatic change. He then relayed his sales used for his own appraisal and valuation of the property.

6. Board Questions. Commissioner Puckett Daniels asked Agent Ford if he had evidence besides the sale to explain the dramatic change. Commissioner Smith confirmed the date range looked at for this and asked for explanation for his comparable properties compared to staff's comparable properties. Appraiser McDonald stated the rules regarding appraisers versus consultants representing property values. CA Hoyt suggested asking the applicant if he has a case law that supports a physical description change to which Agent Ford responded that he did not.

7. Public Comments. Commissioner Puckett Daniels opened the Abatement Hearing to comments at 9:42 am. There was no public comment.

8. Applicant Response. Agent Ford clarified that he is a certified appraiser and explained his capacity and asked the Board to disregard claims from the Assessor's Office.

9. Staff Response. Appraiser McDonald explained to the Board they what was provided by the agent is not a full appraisal report.

10. Close Public Hearing. Commissioner Puckett Daniels closed the Abatement Hearing at 9:45 am.

Commissioner Smith explained the burden of evidence is on the property owner or agent and she does not see that evidence to support his valuation and agrees with the Assessor's Office reduction. Commissioner Houck and Commissioner Puckett Daniels agreed. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Assessor's recommendation of $4,017,210 for the 2024 tax year, as stated in the petition for abatement documents. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R040008; PARCEL NO. 3255-031-08-003; TRACT 3, SAYA SUBDIVISION; ROCKING B RETREAT LLC: County Assessor Alexandra Cohen and Petitioner's Agent Bruce Cartwright were present for discussion.

1. Open Abatement Hearing. Commissioner Puckett Daniels opened the Abatement Hearing at 9:49 am.

2. Public Notice Confirmation. Clerk Perry confirmed that the Abatement Hearing had been properly noticed.

3. Identify Ex Parte Communications. There were no ex parte communications identified.

4. Staff Presentation. Assessor Cohen relayed the property information, reasoning for their previous decisions, and appeal history. She reported that while they recommend approval of the 2023 abatement, it does not mean they agree with the Board of Assessment Appeals (BAA) decision from 2024.

5. Applicant Presentation. Agent Cartwright commented that the BAA decision was on August 11, 2025 and it was not appealed, thus he is asking to follow the decision of the BAA for 2023 as well.

6. Board Questions. Commissioner Smith clarified what their reasoning for determining the classification was. County Assessor Alexandra Cohen responded that they did not see the parking spaces as essential due to other areas for parking and there was a lot of gray area on what constitutes essential. Commissioner Smith asked Agent Cartwright if the parcel was used differently in 2023 compared to what was presented to the BAA for 2024. Agent Cartwright confirmed consistency.

7. Public Comments. Commissioner Puckett Daniels opened the Abatement Hearing to comments at 9:55 am.

8. Applicant Response. Agent Cartwright has no further comments.

9. Close Public Hearing. Commissioner Puckett Daniels closed the Abatement Hearing at 9:56 am.

DRAFT

Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the Assessor's recommendation of assessed value for parcel number 3255-031-08-003 in the value of $112,920 for the tax year 2023. Motion carried unanimously.

GUNNISON VALLEY LAND PRESERVATION FUND GRANT AGREEMENT; GUNNISON RANCHLAND CONSERVATION LEGACY; BUCK CREEK RANCH CONSERVATION EASEMENT PROJECT; $118,340: Gunnison Ranchland Conservation Legacy Executive Director Susan Lohr and Geographic Information Services Manager Mike Pelletier were present for discussion.

ED Lohr stated that Buck Creek Ranch 492-acre parcel, which includes seven Gunnison County tax assessor parcels, will be one conservation easement and described the property features. She then thanked the Board for the decades of the Land Preservation Fund which gave them over 400 projects. The Board was in full support of the project. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the Gunnison Valley Land Preservation Fund Grant Agreement in the amount of $118,340 between Gunnison County and the Gunnison Ranchland Conservation Legacy. Motion carried unanimously.

BREAK: The meeting recessed from 10:05 until 10:13 am in order to call to order as the Gunnison County Board of Equalization and Gunnison River Valley Local Marketing District.

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 10:05 am.

2025 ABSTRACT OF ASSESSMENT AFFIDAVIT: County Assessor Alexandra Cohen was present for discussion.

Assessor Cohen relayed they are reporting the value changes that reflect the CBOE appeal changes that include the stipulated agreements that went to the CBOE, the appeals that had recommendations from the hearing officer, and changes that were recommended by the Assessor to lower. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the 2025 Abstract of Assessment Affidavit as presented and authorize the Chair's signature. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 10:07 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 10:07 am.

TOURISM AND PROSPERITY PARTNERSHIP BOARD (TAPP); CRESTED BUTTE MOUNTAIN RESORT REPRESENTATIVE (CBMR) NOMINATION; ANDREA KULLHEM: Vice President and General Manager of CBMR JD Crichton, Resort Marketing Director Andrea Kullhem, TAPP Marketing Director Andrew Sandstrom, TAPP President Bill Ronai and Western Colorado University (WCU) Representative for TAPP Gary Pierson were present for discussion.

TAPP MD Sandstrom explained that the previous CBMR Representative Bill MacFarlane is no longer with Vail Resorts and they would like to appoint RMD Kullhem to the position. VP Crichton and TAPP President Ronai expressed excitement for RMD Kullhem to represent CBMR in the Gunnison Valley. **Moved** by Commissioner Houck, seconded by Commissioner Smith to vote, being the LMD Board and Western's Rep, the four of us will vote to ratify the appointment of Andrea Kullhem to the TAPP Board as the nominated representative for CBMR. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 10:13 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (CONT'D):

BREAK: The meeting recessed from 10:13 until 10:22 am.

LAND USE CHANGE APPLICATIONS: Planner I Caroline Danielson and Planning Director Hillary Seminick were present for discussion.

1. Townhome Plat; LUC-25-00023; Brush Creek Townhome Plat Phase 2 – Planner Danielson explained that this is for Brush Creek Townhome Plat Phase 2. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve LUC-25-00023 for the Brush Creek Townhome Plat Phase 2 and authorize the Chair's signature on the plat. Motion carried unanimously.
2. Boundary Line Adjustment; LUC-25-00028; David Cook – Commissioner Puckett Daniels asked why they are doing a small revision. Planner Danielson relayed one applicant is hoping to purchase a portion of the lot. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the boundary line adjustment for LUC-25-00028 as presented. The motion was amended to include to authorize the Chair's signature on the plat. Motion carried unanimously.
3. Boundary Line Adjustment; LUC-23-00032; Discount Storage – PD Seminick noted this is the last step to dedicate what is currently an access easement to the owner of the parcel in the center of the expansion of Discount Storage. **Moved** by Commissioner Houck, seconded by Commissioner

Smith to approve the boundary line adjustment for LUC-23-00032 for Discount Storage and authorize the Chair's signature. Motion carried unanimously.

RESOLUTION; DESIGNATING THE GUNNISON AREA AS A SPECIAL AREA AND ADOPTING THE GUNNISON AREA PLAN AND SPECIAL AREA REGULATIONS: Assistant County Manager for Community and Economic Development Cathie Pagano, Planning Director Hillary Seminick, and City of Gunnison Community Development Director Anton Sinkewich were present for discussion.

Commissioner Puckett Daniels expressed she was struck by the robust engagement with three years in the making and she wanted to take the time to acknowledge the work done. ACM Pagano relayed some background information, the Colorado Housing Shortfall where population is exceeding housing supply, and the results if they didn't do anything. She then went through the housing data that is currently known including the 2024 Housing Needs Assessment as well as the impacts of housing shortages.

ACM Pagano then relayed some of the area plan features including recommended revisions for net density. There were some questions regarding the density that was answered by ACM Pagano, PD Seminick, and CDD Sinkewich.

ACM Pagano explained the road standards and how proposals would be evaluated with the Special Area Regulations (SAR) and the Land Use Resolution (LUR) as well as being sent to Public Works and Colorado Department of Transportation for comments. She then relayed the application process through the Special Area Regulations and the Land Use Resolution.

ACM Pagano lastly explained some language in the SAR for building permit processes and phasing. The Board then each explained their position and level of comfort with what is before them right now. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-30, a Resolution Designating the Gunnison Area as a Special Area and Adopting the Gunnison Area Plan and Special Area Regulations. Motion carried unanimously.

COORDINATED COMPREHENSIVE DEVELOPMENT INTERGOVERNMENTAL AGREEMENT FOR THE MUNICIPAL AREA OF INFLUENCE OF THE GUNNISON AREA PLAN; CITY OF GUNNISON: Assistant County Manager for Community and Economic Development Cathie Pagano, Planning Director Hillary Seminick, and City of Gunnison Community Development Director Anton Sinkewich were present for discussion.

Moved by Commissioner Smith, seconded by Commissioner Houck to approve the Coordinated Comprehensive Development Intergovernmental Agreement for the Municipal Area of Influence of the Gunnison Area Plan and authorize the Chair's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Chief Finance Officer Melissa LaMonica presented the voucher approval report dated October 21, 2025 and the cash transfer authorization dated October 2025 for discussion and approval. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the vouchers in the amount of $2,553,852.69 as presented. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to authorize the cash transfer in the amount of $11,485,238.06. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Teresa Brown presented the October 2025 Treasurer's report and investment report for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Treasurer's Report as presented and authorize the Chair's signature. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. John Mlakar – Commissioner Puckett Daniels gave some background information on the status of his request. Mr. Mlakar mentioned some additional potential usage of ATVs on the roads in Somerset.

COMMISSIONER ITEMS (CONT'D):

Commissioner Houck:

9. Matt Hoyt Request – CA Hoyt asked for the Board's permission to help Commissioner Houck in the State Land Board objectives regarding housing due to his previous experience being the general counsel for the New Mexico State Land Office. The Board agreed.

Commissioner Smith:

1. Counties & Commissioners Acting Together (CCAT) Retreat – Commissioner Smith attended the retreat to discuss level 1 and level 2 priorities.
2. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Smith and Commissioner Puckett Daniels attended the meeting. She commented they voted to approve the Brush Creek bus stop request. Commissioner Puckett Daniels added they adopted the budget and signed a contract with Executive Director Scott Truex for four years.
3. Turkey Donation – Commissioner Smith thanked HHS for hosting this event.

4. Wild and Scenic Feasibility – Commissioner Smith relayed that Wild and Scenic are gearing back up in Pitkin, Marble, and Carbondale area with meetings scheduled in December.
5. Child Welfare Allocation Committee – Commissioner Smith noted there are continued concerns regarding state consolidation of certain services based on the State's ability and capacity to take on responsibilities that are suggested to be consolidated. Additionally, she stated the formula around allocation continues to disinvest from the system without elevating how that disinvestment is taking place.

Commissioner Puckett Daniels:

1. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels explained they were able to get several documents approved to keep the transition moving forward and did an allocation of physical assets. She is also engaging with other partners in the community regarding the transition.
2. Counties & Commissioners Acting Together (CCAT) – Commissioner Puckett Daniels also attended and did not have anything additional from Commissioner Smith's update to add.
3. Colorado Counties, Inc. Steering Committees (CCI) Legislative – Commissioner Puckett Daniels relayed that Colorado Parks and Wildlife (CPW) is looking at a bill to increase funding for administrative purposes and is really leaning into regional partnership initiatives. They are requesting Gunnison County join in a multicounty partnership and Commissioner Puckett Daniels expressed hesitation from Sustainable Tourism and Outdoor Recreation Committee (STOR) due to the amount of work that needs to be done within Gunnison County itself.
4. Crested Butte Fire Protection District Ribbon Cutting – Commissioner Puckett Daniels attended the ribbon cutting and stated it was well attended.
5. Metropolitan Recreation District (MetRec) – Commissioner Puckett Daniels will be attending the meeting tomorrow regarding Sustainable Tourism and Outdoor Recreation Committee (STOR) projects.
6. Community Foundation's Braver Conversations Event – Commissioner Puckett Daniels is planning on attending this event.
7. Crested Butte South Intergovernmental Agreement (IGA) – Commissioner Puckett Daniels stated that she, CA Hoyt, and Assistant County Manager for Public Works Martin Schmidt will be working on the IGA for road maintenance funding with the goals of clarifying authorities so more action can be clearly taken to address citizen concerns when appropriate.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 12:22 pm.

_____
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. 2025-29

A RESOLUTION AMENDING THE *GUNNISON COUNTY STANDARDS AND SPECIFICATIONS FOR NEW ROADS AND BRIDGES*

DRAFT

WHEREAS, pursuant to the *Gunnison County Standards And Specifications For New Roads And Bridges* ("the *Standards"),* Section 1.7, details the public hearing process for Board of County Commissioner action on proposed amendments to the *Standards;* and

WHEREAS, August 26th 2025 and September 2nd, 2025 the Board of County Commissioners met and discussed the proposed amendments; and

WHEREAS, pursuant to Section 1.7, the Assistant County Manager for Public Works has initiated and completed presentation of the proposed amendments to the Board*;* and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on November 18th 2025;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments, as modified per the public hearing on November 18th, 2025 of the *Gunnison County Standards And Specifications For New Roads And Bridges* as included on the attached "Attachment A."

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 18th day of November 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2025 - 30

A RESOLUTION DESIGNATING THE GUNNISON AREA AS A SPECIAL AREA AND ADOPTING THE GUNNISON AREA PLAN AND SPECIAL AREA REGULATIONS

WHEREAS, pursuant to Section 1-110: *Process for Designating Special Areas* of the Gunnison County *Land Use Resolution*, as amended, the Board of County Commissioners of Gunnison County (herein the "Board") has the authority to designate special areas within Gunnison County, Colorado; and

WHEREAS, the purpose of designating the Gunnison Area Special Area are:

1. TO SIMPLIFY THE LUR REVIEW AND APPROVAL PROCESS. To simplify the Gunnison County *Land Use* Resolution ("LUR") review and approval process for real property wholly contained in the Gunnison Special Area.

2. TO CREATE A FRAMEWORK FOR COORDINATED DEVELOPMENT PATTERNS IN THE GUNNISON SPECIAL AREA. To coordinate development requirements between the City of Gunnison and Gunnison County.

3. TO PROVIDE ADDITIONAL OPPORTUNITIES FOR AFFORDABLE AND ATTAINABLE HOUSING. To encourage the development of affordable and attainable housing in the Gunnison Special Area in order to further the goals of the Gunnison County Strategic Plan and the Gunnison Valley Housing Needs Assessment.

4. TO PROVIDE OPPORTUNITIES FOR COMPATIBLE COMMERCIAL AND LIGHT INDUSTRIAL USES. To provide opportunities for neighborhood-scale commercial land uses and light industrial maker spaces, as defined in these Special Area Regulations.

5. TO ENSURE DEVELOPMENT IS SERVED BY ADEQUATE INFRASTRUCTURE. To locate development in areas where connection to existing and planned infrastructure, including water, sanitation, and roads is possible.

6. TO PROTECT THE ENVIRONMENT, PUBLIC HEALTH, SAFETY AND WELFARE; PUBLIC SERVICES, FACILITIES AND PROPERTY. To avoid or mitigate potential impacts caused by land development within the Gunnison Special Area, to the environment, to public services and facilities, property and public safety and welfare, and land use within the Gunnison Special Area, to the maximum extent feasible.

7. TO PROTECT LANDS WITH ENVIRONMENTAL VALUE AND NATURAL HAZARDS. To protect lands with high environmental value or natural hazards by limiting development in these areas.

WHEREAS, the Gunnison Area Plan is identified in Exhibit "A" attached hereto and incorporated herein; and

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WHEREAS, the Gunnison Area Special Area Regulations (SARs) are identified in the Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the geographic boundaries of the Special Area are described in the attached Gunnison Area Plan maps in the Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Gunnison Area Plan and Special Area Regulations were developed in response to the Gunnison County Board of County Commissioners 2024 Strategic Plan result D.3.

WHEREAS, a joint public hearing was conducted on August 7, 2025, September 18, 2025, and October 23, 2025 by the Planning Commission and Board of County Commissioners, in which the Commission and the Board received and considered both written and oral public comment; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on November 6, 2025, tender to the Board of County Commissioners a recommendation of approval of the proposed special area designation with certain findings, including those set forth in Section 1-110 of the LUR;

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

1. DEVELOPMENT ACTIVITY. The intensity and type of current and foreseeable development in the area.

   Gunnison County is experiencing increased demand for development within the proposed Special Area. The 2024 Gunnison Valley Housing Needs Assessment identifies a significant shortfall in attainable housing for the local workforce. The County has also seen a rise in Major Impact Land Use Change applications for residential projects. Without a comprehensive planning framework, the County must react to development proposals on a case-by-case basis, rather than proactively directing growth to appropriate locations. The Special Area designation allows the County to plan strategically for anticipated demand and manage development consistent with community goals.

2. RATIONALE AND NEED FOR DESIGNATION. The purpose and need of the proposed designation.

   The Special Area designation is needed to create a more predictable and efficient framework for development, enabling additional housing opportunities while maintaining clear community safeguards. It directly implements the Board of County Commissioners' 2024 Strategic Plan priorities and aligns with state housing initiatives, including Proposition 123. The designation responds to the region's documented housing and service needs for essential workers such as law enforcement, educators, and healthcare providers.

   The Special Area Regulations also substantially streamline the permitting process—an issue many community members have described as overly complex—by providing clear, consistent standards that improve both the timeliness and predictability of outcomes for property owners, developers, and neighboring residents.

3. BOUNDARIES. The proposed boundaries of the area proposed for designation.

   The boundaries reflect areas that:
   - Have existing or planned access to utilities and transportation networks;
   - Are located outside of known hazard areas and high-value wildlife habitat; and
   - Offer logical connectivity to the City of Gunnison and its services.

   The boundary delineation was developed in coordination with the City of Gunnison and informed by adopted planning documents, utility analyses, and environmental mapping. This approach concentrates higher-intensity development near existing infrastructure while preserving agricultural lands, protecting wildlife corridors, and preventing the proliferation of wells, septic systems, and scattered rural development.

   The boundaries are intended to guide coordinated City–County planning over time and may be refined through future updates as infrastructure capacity and community priorities evolve.

4. COMMUNITY PLAN OR TECHNICAL STUDY. Any community plan or technical study that may have been conducted regarding the proposed designation.

   The Special Area designation is supported by multiple adopted or referenced plans and studies, including the One Valley Resiliency Roadmap, City of Gunnison Comprehensive Plan (2030), Gunnison Met Rec Regional Recreation Master Plan, City of Gunnison Utility Master Plan, CDOT Access Control Plan, and the 2024 Gunnison Valley Housing Needs Assessment.

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5. ALTERNATIVES. Whether the particular purpose to be achieved by the designation can be best achieved by designating that geographic area for specialized land use regulation, or whether the purpose could better be achieved by an alternative method, including the adoption of regulations that would apply countywide.

   The Special Area Regulations are a more precise tool than countywide Land Use Resolution amendments. They provide specific development and design standards that reflect the area's proximity to the City of Gunnison and their access to a more urban level of service. These tailored standards are not appropriate for the entirety of Gunnison County, where much of the private land is extremely rural, lacks access to infrastructure, and where the County seeks to maintain the distinct character and function of its rural communities. The Special Area approach allows the County to establish clear, predictable standards for urban-transition areas while preserving the rural character of the County.

6. ADVERSE IMPACTS AND EXPECTED BENEFITS. Any adverse impacts that can reasonably be anticipated to result from development in the area if the designation were not to occur, and the expected benefits that can reasonably be anticipated to result from the review of that development in a specialized manner.

   If the designation is not adopted, uncoordinated development will likely increase sprawl, resulting in higher traffic congestion, greater service delivery costs, additional pressure on agricultural lands, impacts to wildlife habitat, and a more dispersed development pattern that is fiscally and environmentally unsustainable.

   The absence of a clear framework would also perpetuate the current reactive, case-by-case regulatory process—one that is often viewed as complex, unpredictable, and time-consuming. This lack of clarity has historically discouraged free-market interest in housing development, particularly for attainable and workforce housing projects.

   In contrast, the Special Area Regulations provide a predictable, transparent framework that directs growth to appropriate locations, encourages coordinated infrastructure and service planning, protects agricultural and environmental resources, and fosters housing opportunities that support community and economic vitality.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the Gunnison Area Plan, Gunnison Area Special Area Regulations, and Gunnison Area Plan maps are hereby adopted.

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 18th day of November 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 9, 2025 Special Meeting Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Draft BOCC Minutes; 12/9/25

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\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 9, 2025

The December 9, 2025 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 5:31 pm.

PUBLIC HEARING; PROPOSED 2026 GUNNISON COUNTY BUDGET: Chief Finance Officer Melissa LaMonica was present for discussion.

1. Open Public Hearing. Commissioner Puckett Daniels opened the Public Hearing at 5:32 pm.
2. Public Notice Confirmation. Clerk Perry confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. N/A
4. Staff Presentation. N/A
5. Applicant Presentation. N/A
6. Board Questions. N/A
7. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 5:33 pm.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Staff Comment – CA Hoyt expressed that no persons present for public comment speaks volumes for how strong the County's budget process is and relayed how other counties have people fill the room. Commissioner Houck and CM Birnie agreed with stating it's not common to have people in the room for the budget public hearing historically.
10. Applicant Response. N/A
11. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 5:34 pm.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 5:35 pm.

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_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *12/12/2025 thru 1/31/2026*

Board of County Commissioners

1. **BOCC Special Meeting**
   December 15, 2025, 8:30 AM @ BOCC Boardroom
2. **BOCC, Local Marketing District, Housing Authority, Board of Health Meetings**
   December 16, 2025, 8:30 AM @ BOCC Boardroom
3. **BOCC Special Meeting**
   December 19, 2025, All Day @ BOCC Boardroom
4. **BOCC Work Session - CANCELLED**
   December 23, 2025, All Day
5. **BOCC Regular Meeting**
   January 6, 2026, All Day @ BOCC Boardroom
6. **BOCC Work Session**
   January 13, 2026, All Day @ BOCC Boardroom
7. **BOCC Regular Meeting**
   January 20, 2026, All Day @ BOCC Boardroom
8. **BOCC Work Session**
   January 27, 2026, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Christmas Day & Day after Christmas Day- Offices Closed**
   December 25, 2025 - December 26, 2025
2. **Holiday - New Year's Day - Offices Closed**
   January 1, 2026, All Day
3. **Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed**
   January 19, 2026, All Day

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   December 16, 2025, 11:05 AM @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Intergovernmental Agreement; OLA

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the Intergovernmental Agreement between the City of Gunnison, CDOT, and the County memorializing the Access Control Plan that was presented to the Board.

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/9/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 25-HA3-XC-00051
Local Agencies City of Gunnison and County of Gunnison			**Agreement Effective Date** The latter of the effective, as signed by the Chief Engineer, or April 27, 2025
Agreement Description US Highway 50 and Colorado Highway 135 Access Control Plan			
Project # N/A	**Region #** 3	**Contract Writer** SW	**Agreement Maximum Amount** $0.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY City of Gunnison By:_____ *Signature Name:_____ (Print Name) Title:_____ (Print Title) Date:_____	**LOCAL AGENCY** County of Gunnison By:_____ *Signature Name:_____ (Print Name) Title:_____ (Print Title) Date:_____
STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Transportation Shoshana M. Lew, Executive Director By:_____ Keith Stefanik P.E., Chief Engineer Date:_____	**STATE OF COLORADO** **LEGAL REVIEW** **Philip J. Weiser, Attorney General** By:_____ Assistant Attorney General Date:_____

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF GUNNISON, THE COUNTY OF GUNNISON, AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into effective as of the date defined below by and among the City of Gunnison, the County of Gunnison, (hereinafter referred to as the "City and County") and the State of Colorado, Department of Transportation (hereinafter referred to as the "Department"), said parties being referred to collectively herein as the "Agencies."

RECITALS:

A. The Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own.

B. The Agencies are authorized by Section 43-2-147(1)(a), C.R.S., to regulate access to public highways within their jurisdiction.

C. The coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic without compromising pedestrian and alternative modes of transportation circulation, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare.

D. The Agencies desire to provide for the coordinated regulation of vehicular access for the section of United States Highway 50 between (MP 156.30 and MP 157.39) and CO 135 (MP 0.98 to Colorado State Highway 135, MP 6.2)(the "Segment"), which is within the jurisdiction of the Agencies.

E. The Agencies desire to collaborate to ensure all transportation modes including pedestrian, bicycle, vehicle, and mass transit are given sufficient consideration and adequate funding support with each transportation improvement project that affects access within the identified project limits.

F. The Agencies are authorized pursuant to Section 2.12 of the 2002 State Highway Access Code, 2 C.C.R. 601-1 (the “Access Code”) to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segment for the purposes recited above.

G. The development of this Access Control Plan adheres to the requirements of the Access Code, Section 2.12. The creation of the Access Control Plan was based on the City of Gunnison/Gunnison County US Highway 50 and Colorado Highway 135 Access Study.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. The Access Study dated March 11, 2025, for the Segment (hereinafter referred to as the "Access Study") is attached hereto as **Exhibit A** and are incorporated herein.

2. The tables and maps listing existing and future access points in the Segment are included in the Access Study and are attached hereto in **Exhibit A** and incorporated herein. **Exhibit B** depicts the key for the orientation and order of the Sheets shown in **Exhibit B**, referenced also in **Exhibit A** and are incorporated herein.

3. The Agencies shall regulate access to the Segment in compliance with the Access Study, the Highway Access Law, section 43-2-147, C.R.S., (the "Access Law") and the applicable sections of the Access Code. Vehicular access to the Segment shall be permitted when such access is in compliance with the Access Study, the Access Law and the applicable sections of the Access Code.

4. Accesses that were in existence in compliance with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the Access Study or in the course of highway reconstruction. When closure, modification, or relocation of access is necessary or required, the Agencies having jurisdiction shall utilize appropriate legal process to affect such action.

5. Actions taken by the Agencies with regard to transportation planning and traffic operations within the areas described in the Access Study shall be in conformity with this Agreement. Per Section 2.12 (3) of the Access Code, design waivers may be approved if agreed upon by the Agencies having jurisdiction.

6. Parcels of real property created after the effective date of this Agreement that adjoin the Segment shall not be provided with direct access to the Segment unless the location, use and design thereof conform to the provisions of this Agreement.

7. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the Segment. This Agreement may be amended only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials. To the extent the Access Study, attached as **Exhibit A** to this Agreement, is modified by a change, closure, relocation, consolidation or addition of an access point, the Agencies may amend the attached **Exhibit A** so long as the amendment to the Access Study is executed in writing and amended in accord with the Access Law and Access Code. This Agreement is based upon and is intended to be consistent with the Access Law and the Access Code as now or hereafter constituted. An amendment to either the Access Law or the Access Code that becomes effective after the effective date of this Agreement

and that conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement. Modifications will be made through a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Termination of this Agreement must be in writing executed by both Agencies with express authorization from their respective governing bodies or legally designated officials.

8. This Agreement does not create any current financial obligation for any of the Agencies. Any future
financial obligation of any of the Agencies shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, however, notwithstanding any provision of this Agreement, none of the Agencies shall be required to expend its public funds for such undertaking without the express prior approval of its governing body, director, and if required, state controller. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available as provided by law.

9. Should any one or more sections or provisions of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.

10. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies and constitutes the whole agreement between them with respect to the subject matter of this instrument. No additional or different oral representation, promise or agreement shall be binding on any of the Agencies.

11. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for the Agencies have been duly authorized by the Agencies to do so.

12. No portion of this Agreement shall be deemed to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et. seq. Nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.

13. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

14. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one original Agreement. Facsimile signature shall be as effective as an original signature.

15. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

16. All Access Points that are currently outside of the City and County will retain the listed Access #, Access Side, Description, Access Type, and any restrictions or delineations as shown in the Access Study, if the point is later incorporated into the jurisdiction of the City and County by annexation or other change of jurisdiction.

General Provisions

A. Assignment

City and County's rights and obligations under this Agreement 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 the City and County's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement 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.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Agencies related to the subject matter describe herein, and all prior representations and understandings related to such subject matter, oral or written, are merged into this Agreement.

D. Modification

The Agencies may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Agreement 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 Agreement Issuance Date. The City and County shall strictly comply with all applicable Federal and State laws,

rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on the City and County or Department after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the City and County or Department.

I. Third Party Beneficiaries

Except for the Agencies respective successors and assigns described above, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

i. City and County shall comply 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. City and County 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 Department may require City and County's compliance to the State's Accessibility Standards to be determined by a third party selected by the Department to attest to City and County'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.

COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. "Contractor" refers to "City and County" and "Contract" refers to "Agreement" and "State" refers to "Department".

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF GUNNISON/GUNNISON COUNTY
US HIGHWAY 50 and COLORADO HIGHWAY 135 ACCESS STUDY

US 50 – County Road 726 (MP 151.23) to Colorado State Highway 135 (MP 157.39)

CO 135 – US 50 (MP 0.0) to Colorado State Highway 135 (MP 6.1)

March 11, 2025

Prepared for:

City of Gunnison
201 W. Virginia Avenue
PO Box 239
Gunnison, CO 82130
Anton Sinkewich, AICP, LEED AP, Community Development Director

Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230
Martin Schmidt, Assistant County Manager for Public Works

Colorado Department of Transportation Region 3 – Traffic and Safety
222 South 6th Street
Grand Junction, CO 81501
Mark Bunnell, Traffic Design Engineer

Prepared by:

Mead & Hunt
999 18th Street, Suite 2300S
Denver, CO 80202
Paul Silberman, P.E., PTOE, Project Manager

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EXECUTIVE SUMMARY

Project Background

CDOT, Gunnison County, and the City of Gunnison worked together to develop the US 50 and CO 135 Access Control Plan (ACP). The purpose of this plan is to prepare for future, new, or redevelopment by establishing a coordinated corridor access system that can balance the parcel access needs with transportation needs for the local community and traveling public. The goals for the project were:

- Improve safety and reduce the risk of crashes at intersections with US 50 by optimizing future access improvements that balance effective, efficient, and safe through travel on the highway with reasonable highway access to local streets and abutting development parcels.
- Provide efficient and safe connections with existing and proposed connecting routes.
- Develop a plan that can be implemented in many phases as development occurs and is supported (adoptable by resolution) by all three partner agencies.
- Support and promote the long-term economic viability of the corridor study area.
- Develop recommendations that are in-line with previous local and regional plans.

This report summarizes the process, data, assumptions, analyses, and recommendations for access modifications along the US 50 and CO 135 corridor.

Study Area

US 50: The study area encompasses 6.17 miles of US 50, with approximately 4.47 miles in Gunnison County, and approximately 1.7 miles within the City of Gunnison. This section of US 50 (officially designated Route 050A) is classified as a Principal Arterial – Other from the west to MP 154. East of there, it is classified as Principal Arterial – Freeways and Expressways. It is a Mainline of the National Highway System. It is also designated a National Truck Route. The posted speed limit along US 50 starts at 65 mph at the west end before lowering to 55 mph at MP 152.9 and 50 mph at MP 154.2. As US 50 approaches the City of Gunnison, the speed limit lowers to 45 mph at MP 155.341 and 35 mph at MP 156.3.

The study area corridor consists of one 12-foot lane per direction from the west to just inside the City of Gunnison line, where it widens to two 12-foot lanes per direction. There are no median or auxiliary lanes in the Gunnison County portion. A center two-way left turn lane, which is striped as exclusive left turn lanes at several key intersections, exists within most of the City of Gunnison. Shoulders are present in the Gunnison County Section, varying from two to eight feet wide. Within the City of Gunnison, some portions have no shoulders, while sections in the Central Business District provide eight-foot parking aisles and sidewalks on both sides of the road.

There are currently 141 existing access points along US 50 within the study area. There are 3 existing signalized intersections along the corridor. The remaining access points include 80 unsignalized public road intersection access points, 37 private residential or field access points, and 21 business access points.

CO 135: The study area encompasses approximately 6.1 miles of CO 135 in Gunnison County, Colorado, including approximately 1.0 miles within the City of Gunnison. The section of CO 135 within the City has an Access Control classification of NR-B: Non-Rural Arterial and a functional classification of Minor Arterial. Within the County, the Access Control Classification is R-A: Regional Highway. The posted speed

limit starts at 25 mph, increasing to 30 mph at Ohio Avenue, 40 mph around milepost 0.6, and 55 mph at milepost 1.0.

The study area corridor consists of two 12-foot lanes per direction from US 50, narrowing to one 12-foot lane per direction at County Route 10. A 14-foot painted median starts just north of US 50 before ending at County Route 10a. Exclusive left turn lanes exist at E. Virginia Avenue and E. Georgia Avenue. North of there, a center two-way left turn lane exists to the north of CR 10. Curbing exists on both sides of the road up to north of W. Denver Avenue, before transitioning to shoulders of varying widths through the rest of the study area. Parking and sidewalks exist on both sides of the road to W. Denver Avenue.

There are currently 129 existing access points along CO 135 within the study area. There are 4 existing signalized intersections along the corridor. The remaining access points are unsignalized full movements apart from 1 right-in, right-out movement.

Coordination and Public Involvement

This study is a joint partnership between CDOT, Gunnison County, and the City of Gunnison. Input from corridor stakeholders, including property owners, tenants, and the general public was a critical element of the project. Multiple interagency and interdepartmental work sessions have taken place to develop the final draft recommendations included in the Access Control Plan. Following City Council and Board of County Commissioners (BOCC) review of the draft ACP, project partners proceeded to a public meetings phase including Public Open House meetings and individual property owner meetings in accordance with CDOT required process. Every property owner abutting the corridors was directly notified via postcards, including materials in Spanish translation. Key stakeholders such as Gunnison Valley Transportation Authority (RTA) and emergency responders were also consulted. Following input from the public meetings, necessary updates were integrated into the final draft plan that will return to City Council and BOCC for approval and possible adoption, with an Intergovernmental Agreement between the City, County, and CDOT.

Multiple techniques were used to engage stakeholders, including an advertised public open house, one-on-one meetings/phone calls with interested stakeholders, public presentations with the BOCC and City Council, and project information posted on the City and County websites. Exhibits presenting access management principles, the study process, the recommended Access Control Plan (ACP) and the implementation process were displayed at the public open house and on the County's website. Representatives from the CDOT, the County, the City, and the consultant team were available for questions at public outreach events. Comments were accepted at all outreach events, and via email or mail throughout the project.

Development of the Access Control Plan

The Plan was developed in conjunction with CDOT, Gunnison County, the City of Gunnison, and the public. As part of this plan, the existing physical and operational characteristics of US 50 were inventoried and mapped. Several work sessions with the project partners were held to review each existing access point, identify new development locations, safety concerns, street hierarchy/local roadway circulation and improvements, and access management needs. Using this information, a draft ACP was developed and reviewed. Based on input from the project team, agency representatives, and the public, the draft plan was refined. Plan adoption by CDOT, County, and the City is recommended.

Access Plan Recommendations

After evaluating the existing access conditions and potential future access needs, the Plan defines the configuration and traffic control for each access, as well as recommended access closures and parcel cross connection points. Key major full movement intersections with likely auxiliary lanes were identified. The Colorado State Highway Access Code was followed in determining locations of and spacing between major intersections, including a maximum "out of direction" travel of one-half mile in each direction.

Where feasible, highway access was reduced to one location per parcel and shared with adjacent properties. The functional intersection areas were kept clear of any other access points, where possible. Where safe, feasible, and so not to cause congestion, access was provided to the local street system instead of the main highway. Within the City of Gunnison, the Plan limits full movement access to major intersections and either closes or restricts the movement at all other access points to either right-in, right-out or ¾ - movement access. Traffic control measures that may be used to achieve long-range proposed conditions include raised medians, channelizing islands at limited access points, and signage and marking.

Along US 50, the ACP will reduce the number of access points from 141 to 70. This reduction in access includes the following:

- 10 public road closures (connections to Frontage Roads)
- 25 field access closures
- 8 consolidated access points to one access per parcel
- 17 accesses relocated to a side road
- 6 shared access points
- 11 access points relocated to improved locations

Major intersections that are identified as full movement intersections with a potential for a traffic signal, if warranted or other traffic control measures such as a roundabout, in the future include:

- CR 726/Cooper Trail Access
- Prosper Lane/Neverlink Trail Access
- Moncrief Property Access (north)
- McCabes Lane
- Phyllis Lane
- Moncrief Property Access (south)
- CR 18/Que Qua Lane
- Cam Del Rio
- CR 38
- Rio Grande Avenue
- W. Bidwell Avenue
- 10th Street
- S. Spruce Street
- Main Street (CO 135)

Along CO 135, the ACP will reduce the number of access points from 129 to 58. This reduction in access includes the following:

- 6 public road closures
- 7 converted to right-in, right-out
- 2 converted to ¾ access (no left out)

- 8 consolidated access points to one access per parcel
- 32 accesses relocated to a side road
- 25 shared access points
- 8 access points relocated/realigned to improved locations

Major intersections that are identified as full movement intersections with a potential for a traffic signal, if warranted or other traffic control measures such as a roundabout, in the future include:

- Tomichi Avenue (US 50)
- Virginia Avenue
- Denver Avenue
- Spencer Avenue
- Colorado Avenue/Van Tuyl Circle
- Connection to CR 10/Connection to CR 13
- Riverwalk and Gunnison Gateway property/Campbell property
- CR 11/Riverwalk Drive
- Arapahoe Road/Shady Island Park access
- CR 730/Bar Ranch property
- Bar Ranch Property/Zach property
- Gunnison Ranch property (south access)
- Gunnison Ranch property (north access)
- CR 10/CR 8

Access Plan Implementation

Generally, there is no set timeframe for implementing an Access Control Plan; the pace of development within the corridor, the commitment of the local jurisdiction, and available resources will determine the schedule for implementation. The access changes and improvements recommended in the Plan can be implemented over time as new or re-development occurs, programmed roadway improvements occur, or as location-specific traffic and safety needs arise and as funding becomes available. Both public and private funds may be used. This document is a planning tool only, no design plans have been developed. The following cases will trigger construction:

1. Change in Land Use/Redevelopment by Landowner Changes Traffic Volumes: A property redevelops or changes use, resulting in an increase in traffic to and from the site of 20% or more. In most cases, per State Highway Access Code, a traffic study will evaluate the site-specific potential safety and traffic impact, and limited improvements or full implementation of the ACP may be required by CDOT at the specific access point. As part of the local agency's development review process, additional improvements compatible with the Plan may also be necessary to address traffic-related impacts created by the development. (Private Funding).

   In some cases, temporary access will be allowed until adjacent parcels develop and/or cross-parcel easement access is granted and/or a local roadway connection is constructed. During this time, if the ultimate intersection traffic control is not warranted/constructed, some turn restrictions may be required.

2. Public Funded Project by the City, County, or CDOT: If any public agency obtains local, state, or federal funding to complete improvements to a segment of the US 50 corridor or a local route. Typically, a project will be identified in a local Capital Improvement Plan (CIP) or the Statewide Transportation Improvement Program (STIP) to obtain funding. (Public Funding). This could include existing or new local

roadway connection improvements, intersection redesign, traffic control upgrades, streetscape improvements, or others.

3. Safety or Operational Need: A safety or operational issue develops that can be mitigated through the implementation of access management techniques consistent with the Access Plan. Public funding from any combination of agencies may be obtained to construct improvements. (Public Funding). This may include responding to unexpected crash patterns, changes in seasonal traffic levels, or maintenance issues.

To provide for continued commitment to the access modifications recommended by this study, it is recommended that CDOT, Gunnison County, and the City of Gunnison execute Intergovernmental Agreements (IGAs) to adopt the Plan as an ACP for these segments of US 50 and CO 135. In recognition of the plan's long-range nature and the potential for conditions to change over time, a critical element of the IGA is the definition of a process for plan modifications.

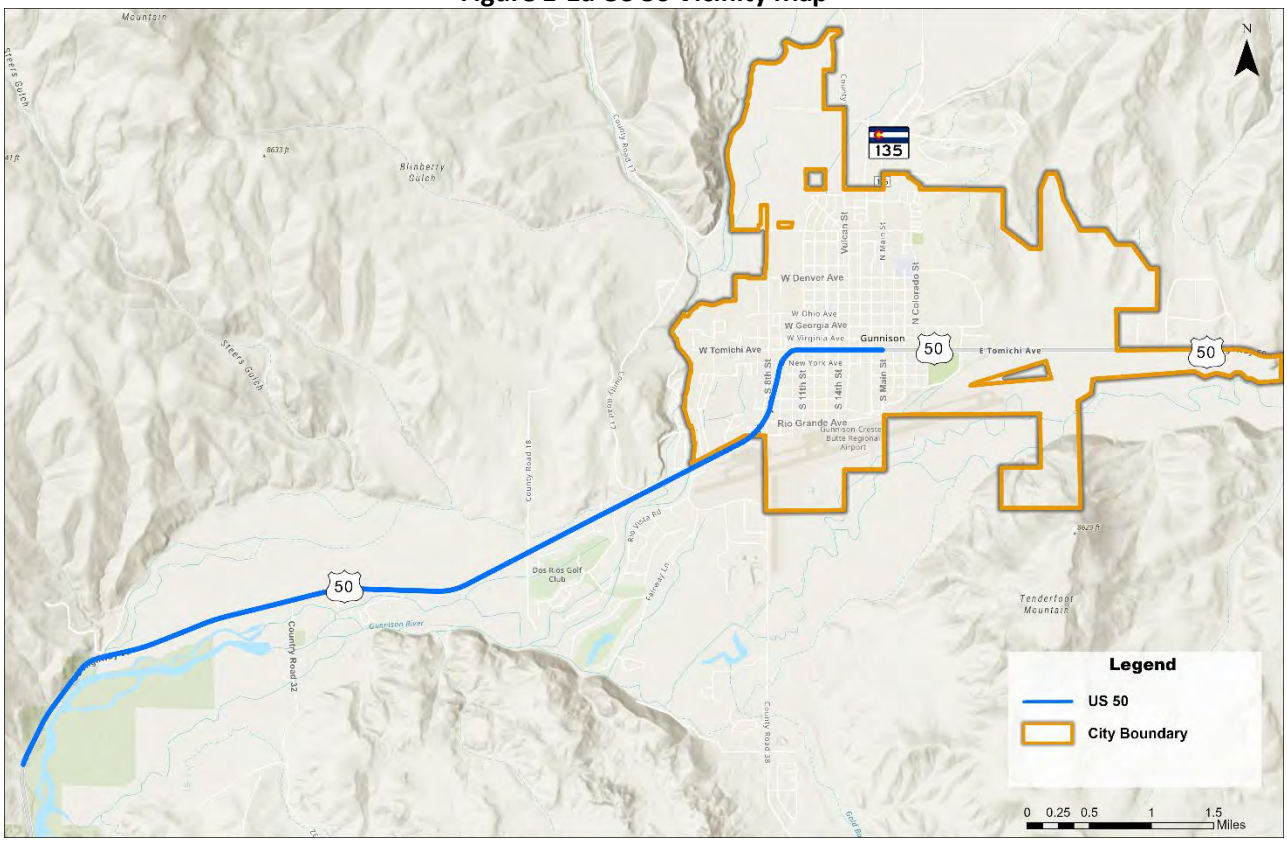
1.0 INTRODUCTION

1.1 Project Background

US 50 is a key east-west part of the National Highway System that extends through Colorado from Grand Junction and Montrose where it turns east and extends to the east coast of the US in Maryland. US 50 serves as an alternate route to I-70 for east-west travel and passes through the City of Gunnison.

Recognizing the need to be proactive in anticipation of future development along US 50, CDOT, the City of Gunnison, and Gunnison County have partnered to develop the US Highway 50 Access Control Plan (ACP). The limits of the US Highway 50 Access Study are illustrated in the Vicinity Map in Figure 1-1a and includes US 50 from County Road 726 to the Highway 135/Main Street.

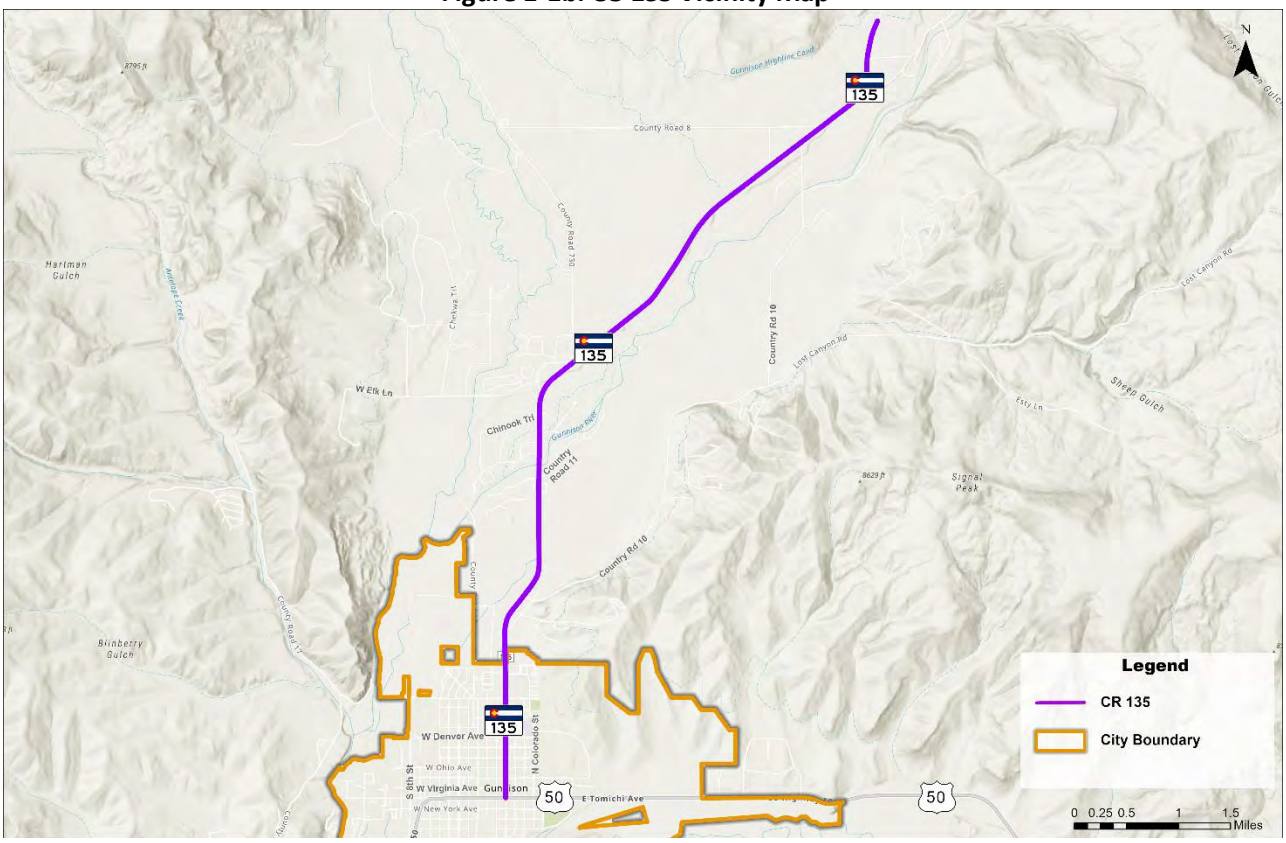
Figure 1-1a US 50 Vicinity Map



CO 135 is a key regional north/south route that starts at US 50 in the City of Gunnison and serving as the primary access route to/from Crested Butte.

Recognizing the need to be proactive in anticipation of future development along CO 135, CDOT, the City of Gunnison, and Gunnison County have partnered to develop the CO Highway 135 Access Control Plan (ACP). The limits of the CO 135 Access Study are illustrated in the Vicinity Map in Figure 1-1b and includes CO 135 from US 50 to the County Route 8.

Figure 1-1b. CO 135 Vicinity Map



Access management seeks to preserve the traffic carrying capacity and operational safety along State roadways by reducing the number of signals, driveways, and points of conflict, as well as balance vehicle traffic flow with multimodal accessibility and safety. The purpose of this study is to examine potential development and growth that would access US 50 and CO 135 in the study area, as well as the transportation and safety needs for the local community and traveling public. The goals for the project are as follows:

- Reduce crash risk along US 50 by planning and defining future access locations and improvements that provide a) effective and efficient through travel and b) sufficient highway access to adjacent parcels of land.
- Develop a plan that is supported by all involved entities and can be implemented in phases.
- Support economic viability of parcels in the study area.
- Support local planning efforts.
- Lay the foundation for Intergovernmental Agreements (IGAs) for the plan.

This report summarizes the study process, analyses, findings, and recommendations for access modifications within the US 50 corridor.

1.2 Project Coordination

The study areas of US 50 and CO 135 are in Gunnison County, with the eastern portion of US 50 and the southern portion of CO 135 within the City of Gunnison. Operations and maintenance of US 50 are managed by CDOT – Region 3. Gunnison County has jurisdiction over all the lands adjacent to US 50 and CO 135 outside of the City of Gunnison, with the City having jurisdiction over adjacent parcels within its

limits. This study is a partnership between CDOT, Gunnison County, and the City of Gunnison.

The project team for development of the project consisted of representatives from CDOT – Region 3 Traffic and Safety Unit, staff from Gunnison County, and the City of Gunnison.

1.3 Public Involvement

Input from corridor stakeholders, including property owners, tenants, and the general public was a critical element of the project. Multiple techniques were used to engage stakeholders, including advertised public open houses, one-on-one meetings/phone calls with interested stakeholders, public presentations with the Gunnison County Board of County Commissioners and Gunnison City Council, and project information posted on the county and city websites and Gunnison County Times.

Open Houses – One advertised project-specific public open house was held at the Gunnison County Courthouse to present and discuss the recommended draft ACP, review access management principles and techniques, and gather public input on the draft plan. The meeting was held in the afternoon and again in the evening of October 16, 2024. All property owners abutting the corridor, the general public, local government representatives, and other interested individuals were invited to the open house. Postcards were mailed to 266 property owners. Invitations were also posted on City and County social media sites along with a legal public notice posted in Gunnison Country Times.

The same exhibits shown at the open house were also available for review on the County and City website. Representatives from CDOT, the County, the City, and the consultant team were available for questions and discussion at the open house. Thirty-five stakeholders signed in at the open house.

One on One Meetings – Following the open house, the project team held a series of one-on-one meetings with corridor property owners. Face-to-face meetings were held at the Gunnison County Courthouse on November 5 and 6, 2024 and via Zoom on December 4, 2024. One-on-one meetings were arranged directly with property owners affected by the plan, typically those that were unable to attend the open house. There were ten interested parties that participated in the one-on-one meetings, including property owners and business representatives. CDOT, County, and City representatives participated in each of these meetings.

Public comments were accepted at the open house with paper forms and the option to mail them to the project team at a later date. An email address for submitting comments was provided on the public meeting announcements and websites. Six comments were received through either the paper or the digital options. A list of one-on-one meeting participants, comment sheets, and open house sign-in sheets can be found in Appendix A.

Interactive Mapping Application – An interactive mapping application was developed to allow people to see key data on traffic, safety, and access conditions in the corridor. The application is located at: Gunnison Citywide Safe Streets Project.[1] The application illustrates the study area, existing land use, pedestrian/bicycle/transit infrastructure, ridership, lighting locations, crash data, traffic/bike/pedestrian volumes, existing level of service, parking regulations and speed data.

Elected Officials – The project team updated and engaged the Gunnison Board of County Commissioners and City Council on project progress and development on August 27, 2024. All of these meetings were open to the public. Final presentations to the BOCC and City Council for plan adoption are anticipated at their regularly scheduled meetings of March 11, 2025 and April 22, 2025, respectively.

[1]https://storymaps.arcgis.com/stories/ebf03d79e52a4d60a4ae7d4f05080b95

2.0 ACCESS MANAGEMENT – BENEFITS, PRINCIPLES & TECHNIQUES

The Transportation Research Board (TRB), *Access Management Manual, Second Edition 2014*, defined access management as "the coordinated planning, regulation, and design of access between roadways and land development. It involves the systematic control of the location, spacing, design, and operation of driveways, median openings, interchanges, and street connections to a roadway." The *State of Colorado - State Highway Access Code, March 2002 Amendment* (*SHAC*) described the access management rules and process that CDOT follows for Colorado state highways. Per Section 2.12 of the *SHAC*, CDOT or a local authority may develop an ACP for a segment of highway that defines access locations, level of access, and traffic control for future conditions.

An ACP functions as a blueprint for coordinated planning of access points along a segment of highway. Rather than examining each individual access point as it is proposed, the ACP allows specification of optimal locations and configuration of access points, to provide safer and more efficient operating conditions. Corridor factors such as land use, planned developments and road improvements, intersection spacing, circulation, topography, alternative access opportunities, and local planning documents may be considered in developing an ACP.

An ACP is not an all-encompassing document that defines access requirements. An ACP does not address capacity improvements, funding sources, or off-network improvements, although local governments often consider off-network improvements for their communities in conjunction with an ACP. The ACP is a long-range planning document that identifies access locations and any restricted movements that will be implemented as land is developed and access to state highways is requested. ACPs for State Highways are adopted by CDOT and the local authorities through an IGA.

The State Highway System consists of facilities with varying degrees of access control:

- Fully Controlled Facilities (freeways): Access permitted only via interchanges where there is no direct access from private driveways or at-grade intersections. Median breaks are permitted for emergency vehicle use only.
- Partially Controlled Facilities: Access permitted via public roads; at-grade intersections and selected interchanges may be considered.
- Uncontrolled Facilities: No control of access.

2.1 Access Management Benefits

Access management is implemented to improve vehicular and pedestrian safety, reduce travel time, increase mobility, and improve traffic carrying capacity and operations. Access management helps balance flow of through traffic with local access needs of businesses and residents. The safety characteristics of any highway are related to the driver's expectation of hazards and points of conflict that may arise. By reducing the number of driveways and other points of potential conflict, driver expectations, and therefore attention, can be focused on navigating the roadway. In addition to human costs, accidents have economic costs such as medical bills, property damage, and loss of productive work hours (including increased travel time). Nationwide, costs attributed to accidents add up to billions of dollars annually.

Implementation of access management principles and techniques on State and local transportation networks can provide the following long-term benefits for highway users, communities, and businesses:

- Improves safety
  - Fewer decision and conflict points result in a reduced number of crashes.
  - Safe access to parcels is provided with less stress for turning motorists.
- Increases ability to accommodate traffic demands
  - Limiting full movement access within a corridor results in less turn movement friction, and smoother through movement traffic flow.
  - Smoother traffic flow results in less congestion, lower delays, and lower travel times.
  - Controlling highway access is a cost-effective means of maintaining and improving the traffic carrying capacity of an existing highway.
  - Fewer stops and starts produced lower air pollutants and reduces fuel consumption.
- Preserves property values and the economic viability of abutting development
  - A safer and better operating corridor is more attractive to developers.
  - Facilitates orderly and rational land development patterns. Strategically locating access points promotes concentrated development patterns which can reduce costs for providing public services.
  - A safer and efficient corridor attracts customers to corridor businesses.
- Encourages use and development of local streets
  - Access to side streets allows local traffic to access parcels without using the highway, thereby reducing traffic, and turning movement along the corridor.

2.2 Guiding Principles

The following guiding principles to access management were applied in the development of this plan:

- Locate major intersections (potential signals or roundabouts) to facilitate efficient through movements at appropriate spacing.
- Consolidate and reduce public streets, private driveways, and business access points.
- Minimize locations on the corridor where vehicles merge, split, or cross.
- Remove turning vehicles from through traffic lanes.
- Provide a supporting and connected local street network and circulation system.

To evaluate the spacing between major intersections, operations, and configurations of the functional intersection area, both upstream and downstream of the intersection was examined (Figure 2-1). According to “A Policy on Geometric Design of Highways and Streets, 2011” by the American Association of State Highway and Transportation Officials (AASHTO) and the “Access Management Manual, Second Edition 2014”, by TRB, state access points should be separated at least by a distance equal to the functional area of the intersection.

The upstream distance is equal to the storage length plus deceleration and taper length, plus the perception-reaction distance required for the operating speed. The downstream distance is measured using the acceleration length – providing acceleration length that allows vehicles to accelerate to normal cruising speed.

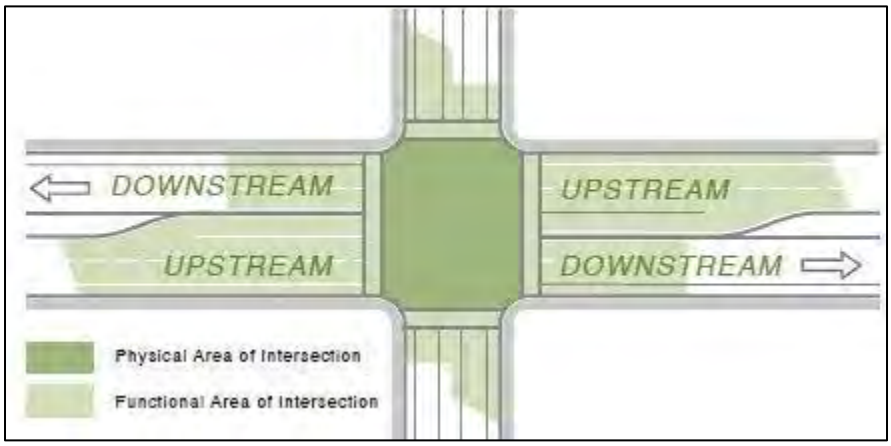


Figure 2-1. Functional Intersection Area

Source: Federal Highway Administration (FHWA) Access Management in the Vicinity of Intersections Technical Summary

2.3 Techniques

Several access management techniques (some are illustrated on the following pages) may be used to achieve the principles outlined above and to realize the benefits of access management along US 50.

Principle: Limit the number of direct access points to major roadways

Technique: Consolidate Access

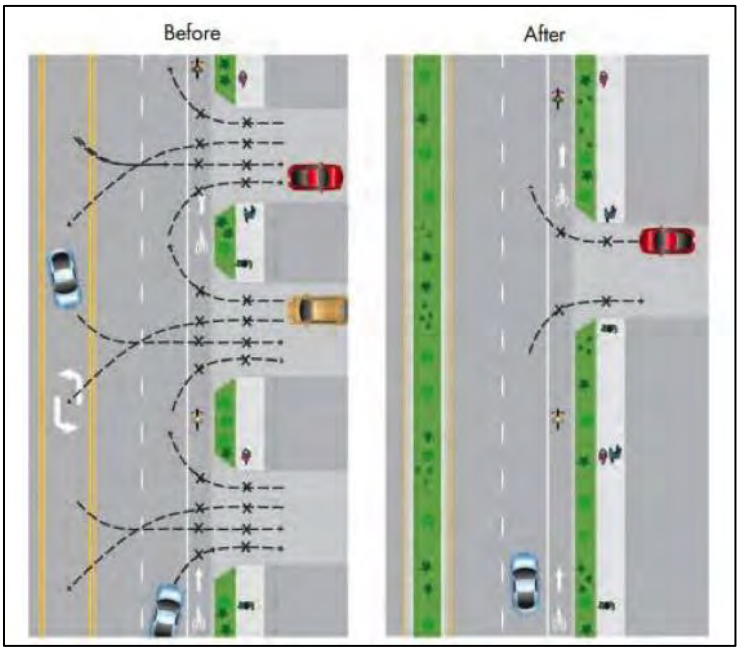


Figure 2-2. Consolidate Access

Source: Bicycle Safety Guide and Countermeasure Selection System

Consolidate access points by:

- *Minimizing the number of access points that serve a single parcel*
- *Reducing the number of frontage road access points to the main highway*
- *Providing shared access for multiple properties at or near a property line*
- *Constructing a median to reduce the number of turning movements*

Technique: Connect Adjacent Properties

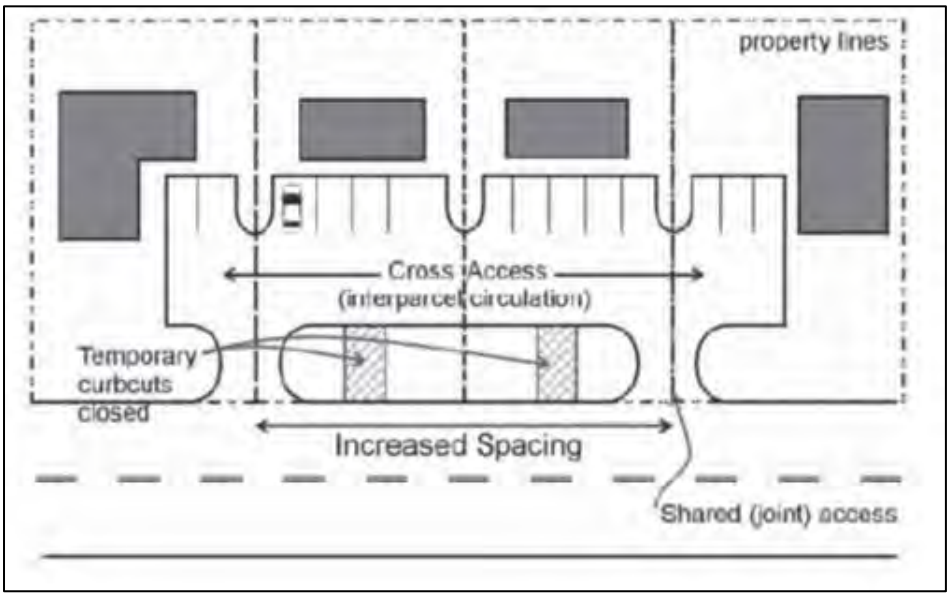


Figure 2-3. Connect Adjacent Properties
Source: Development Code, Manhattan KS

Provide cross-parcel access between adjacent properties to reduce the number of needed access points to the highway.

Technique: Define Driveways

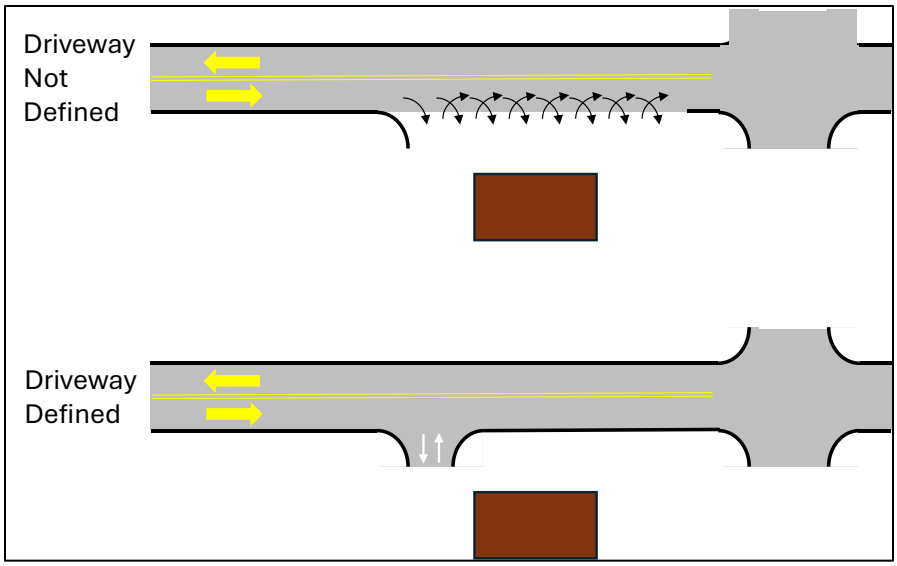


Figure 2-4. Define Driveways

Define driveways to provide clear identification of entrance and exit locations to reduce potential conflict points and improve safety.

Principle: Minimize the number of locations where vehicles merge, split, or cross

Technique: Install medians and/or channelization Islands

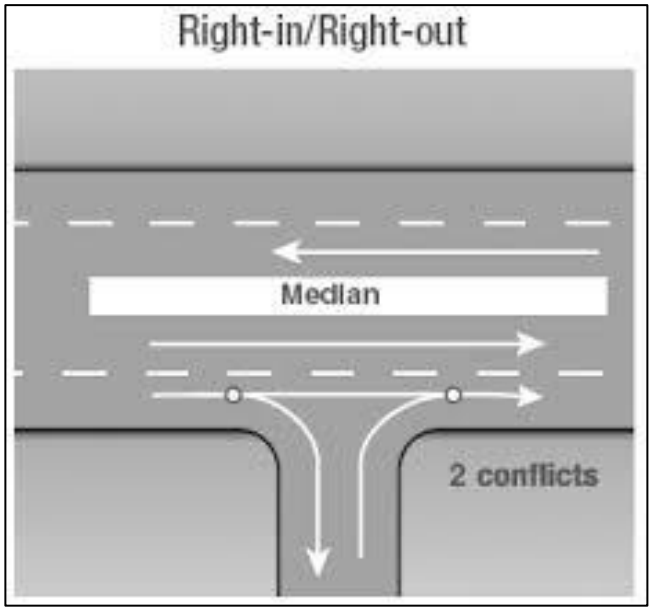


Figure 2-5. Prohibit Left Turns Out
Source: INDOT Access Management Guide – Revised Sept 2009

Limited access movements to right-in/right-out with raised median eliminates left turn movements between major intersections, reducing friction and conflict points. Right-in/right-out with channelizing island eliminates left turn movements at specific locations, eliminating conflict points.

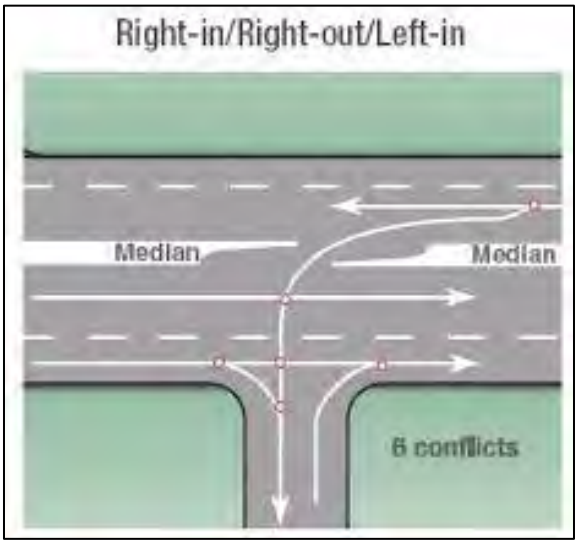


Figure 2-6. Medians and Right-in/Right-out
Source: INDOT Access Management Guide – Revised Sept 2009

Directional median opening or a ¾ movement limits left turn movements to one direction at strategic locations to reduce conflict points and friction.

Principle: Provide a supporting and connected local street network and circulation system

Technique: Provide Cross Street Access

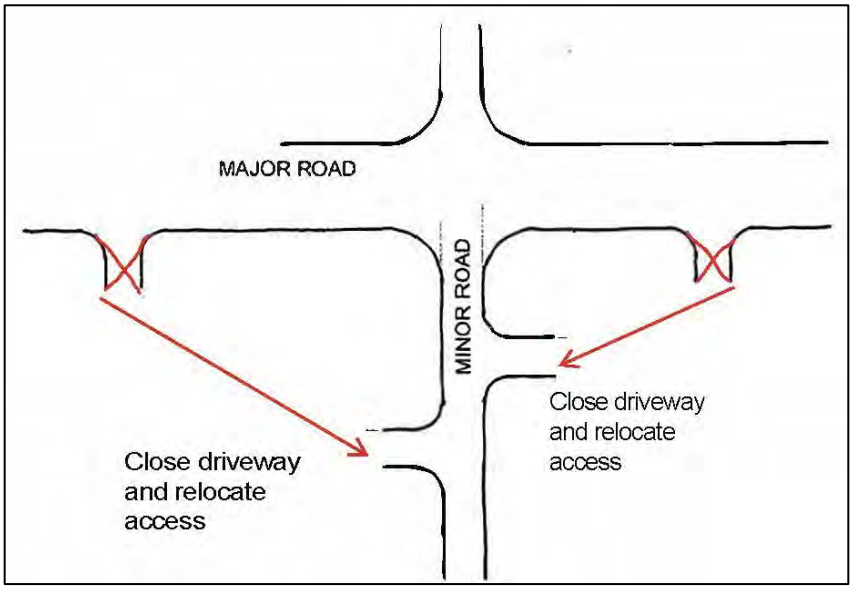


Figure 2-7. Provide Cross Street Access

Relocate access to a side street to:

- *Reduce the number of access points to the major road.*
- *Reduce friction on the major roadway and reduce conflicts with the side street intersection.*
- *Helps keep traffic off the main corridor as a side street traffic may enable local access to a parcel without using the main corridor.*

3.0 EXISTING CONDITIONS

3.1 Land Use Characteristics

US 50: The study area encompasses 6.17 miles of US 50, with approximately 4.47 miles in Gunnison County and approximately 1.7 miles within the City of Gunnison. Land use adjacent to the Gunnison County portion is primarily agricultural, federally owned, and rural residential with mid to large size parcels. Within the City of Gunnison, development becomes a denser mix of commercial, retail, lodging and residential, with zoning being "Commercial."

The Gunnison River runs along the south side of US 50 west of the City boundary, at a distance of 250 feet to ½ mile from the highway.

CO 135: The study area encompasses approximately 6.1 miles of CO 135 in Gunnison County, Colorado, including approximately 1.0 miles within the City of Gunnison. Land use adjacent to the Gunnison County portion is agricultural and rural residential with mid to large size parcels. Within the City of Gunnison, development becomes a denser mix of commercial, retail, lodging and residential, with zoning being "Commercial" and "Professional Business."

3.2 Roadway Characteristics

This section of US 50 (officially designated Route 050A) is classified at Principal Arterial – Other from the west to MP 154. East of there, it is classified as Principal Arterial – Freeways and Expressways. It is a Mainline of the National Highway System. It is also designated a National Truck Route.

The posted speed limit along US 50 starts at 65 mph at the west end before lowering to 55 mph at MP 152.9 and 50 mph at MP 154.2. As US 50 approaches the City of Gunnison, the speed limit lowers to 45 at MP 155.341 and 35 mph at MP 156.3.

The study area corridor consists of one 12-foot lane per direction from the west to just inside the City of Gunnison line, where it widens to two 12-foot lanes per direction. There are no median or auxiliary lanes in the Gunnison County portion. A center two-way left turn lane, which is striped as exclusive left turn lanes at key intersections, exists within most of the City of Gunnison. Shoulders are present in the Gunnison County Section, varying from two to eight feet wide. Within the City of Gunnison, some portions have no shoulders, while sections in the Central Business District provide eight-foot parking aisles and sidewalks on both sides of the road. The study corridor is relatively flat with several horizontal curves.

There are currently 3 signalized intersections in the study area:

- US 50 and New York Avenue
- US 50 and Spruce Street
- US 50 and CO 135

This section of CO 135 has an Access Control classification of NR-B: Non-Rural Arterial and a functional classification of Minor Arterial. The posted speed limit starts at 25 mph, increasing to 30 mph at Ohio Avenue, 40 mph around milepost 0.6, and 55 mph at milepost 1.0.

The study area corridor consists of two 12-foot lanes per direction from US 50, narrowing to one 12-foot

lane per direction at County Route 10. A 14-foot painted median starts just north of US 50 before ending at County Route 10a. Exclusive left turn lanes exist at E. Virginia Avenue and E. Georgia Avenue. North of there, a center two-way left turn lane exists to north of CR 10. Curbing exists on both sides of the road up to north of W. Denver Avenue, before transitioning to shoulders of varying widths through the rest of the study area. Parking and sidewalks exist on both sides of the road to W. Denver Avenue. The study corridor is relatively flat with several horizontal curves north of the City of Gunnison.

There are currently 4 signalized intersections in the study area:

- US 50 and CO 135
- CO 135 and W. Virginia Avenue
- CO 135 and W. Denver Avenue
- CO 135 and Spencer Avenue

3.3 Right-of-Way

US 50 and CO 135 are located inside public right-of-way (ROW). Additional ownership research and documentation will be required for future public projects in this area.

3.4 Access Category

Section 2.2 of the *SHAC* establishes eight highway categories for the purpose of defining the allowable access for a highway segment based on the intended function of that segment. The Colorado Transportation Commission assigns a category to each state highway segment throughout Colorado. Within the study limits, US 50 is categorized as a Regional Highway (R-A) throughout a majority of the corridor, but within the City of Gunnison is categorized as a Non-Rural Arterial (NR-B). Within the study limits, CO 135 has an Access Control classification of NR-B: Non-Rural Arterial.

According to Section 3.8 of the *SHAC*, the major access control characteristics of a highway segment for Category R-A are as follows:

- Capacity for medium to high speed and relatively medium to high traffic volumes, and long distances in an efficient and safe manner;
- Direct access to parcels is subordinate to through traffic movements;
- One access shall be granted per parcel of land if reasonable access cannot be obtained from the local street or road system;
- One-half mile spacing for full movement intersections or minimum 35% efficiency for signal progression. Access location shall also consider topography, established property ownerships, unique physical locations, or other constraints that prohibit achieving one-half mile spacing;
- If a restrictive median exists, left turns at unsignalized intersections should be restricted, unless restriction would cause safety/operational issues or causes an out-of-direction movement greater than 1 mile. If a traversable median exists, left turns will be permitted unless an operational or safety problem is identified.

According to Section 3.11 of the *SHAC*, the major access control characteristics of a highway segment for Category NR-B are as follows:

- Capacity for medium to high speed and low traffic volumes;
- Reasonable balance between safety, direct access, and mobility needs;

- One access shall be granted per parcel of land unless that access would create a significant safety or operational problem, or the access does not meet acceptable design standards;
- Turning movements shall not be restricted if the access meets sight distance requirements, auxiliary lane requirements are met, no restrictive median is present, and if 20-year projections indicate that the intersection volumes would be less than 75% of those required for MUTCD traffic signal volumes warrants. Left and right turn movement may be restricted if any movements create significant roadway congestion or safety problems or hazards.
- Additional access may be granted if the size or trip generation potential of the parcel requires additional access to maintain good traffic operations.
- Recommended spacing of intersection public ways and other significant accesses that will be full movement is one-half mile.
- If the access has the potential to meet MUTCD signal warrants, the location should meet signal spacing and location requirements.

3.5 Existing Access Inventory

US 50: There are currently 141 existing access points along US 50 within the study area. There are 3 existing signalized intersections along the corridor. The remaining access points are unsignalized full movements apart from 1 right-in right-out movement. Direct access points are located approximately evenly on each side of the highway throughout the corridor.

Access points along the corridor consist of signalized intersections, unsignalized intersections, frontage road access, residential access, business access, field access, and utility access.

The access point types are distributed as follows:

- Signalized intersection access points
- 80 Unsignalized public road intersection access points
- 37 private residential or field access points
- 21 business access points

All access points are defined by the approximate mile post (MP) along US 50 based on the CDOT Highway Segment Description MP for all major intersections along the corridor. All access points are located at the approximate centerline of the access (+/- 50 feet). A complete inventory of existing access points is included in Appendix B.

CO 135: There are currently 129 existing access points along CO 135 within the study area. There are 4 existing signalized intersections along the corridor. The remaining access points are unsignalized full movements apart from 1 right-in right-out movement. Direct access points are located approximately evenly on each side of the highway throughout the corridor.

Access points along the corridor consist of signalized intersections, unsignalized intersections, frontage road access, residential access, business access, field access, and utility access.

The access point types are distributed as follows:

- Signalized intersection access points
- 25 Unsignalized public road intersection access points
- 70 Private Drive access points
- 22 Business access points

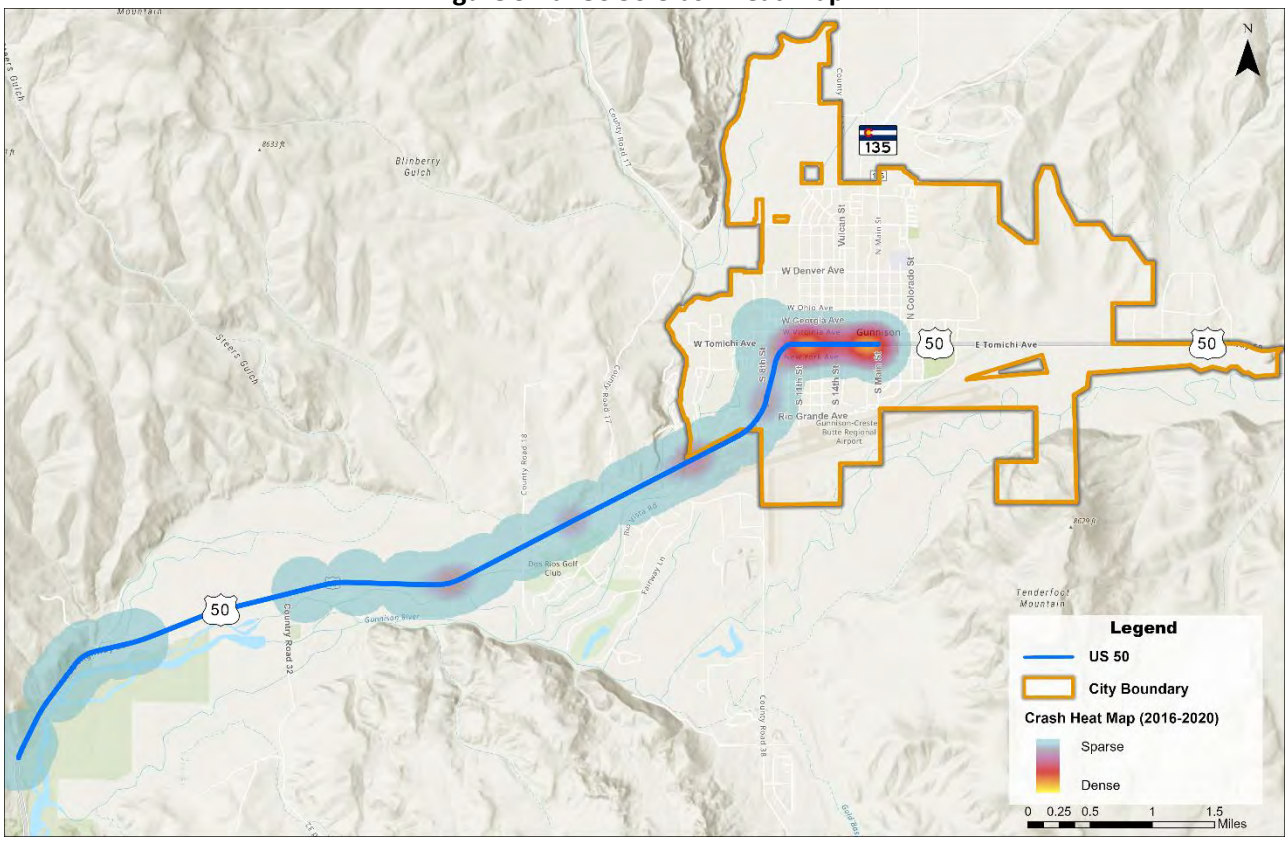
Some of the existing access points listed above are field accesses.

All access points are defined by the approximate mile post (MP) along CO 135 based on the CDOT Highway Segment Description MP for all major intersections along the corridor. All access points are located at the approximate centerline of the access (+/- 50 feet). A complete inventory of existing access points is included in Appendix B.

3.6 Crash History

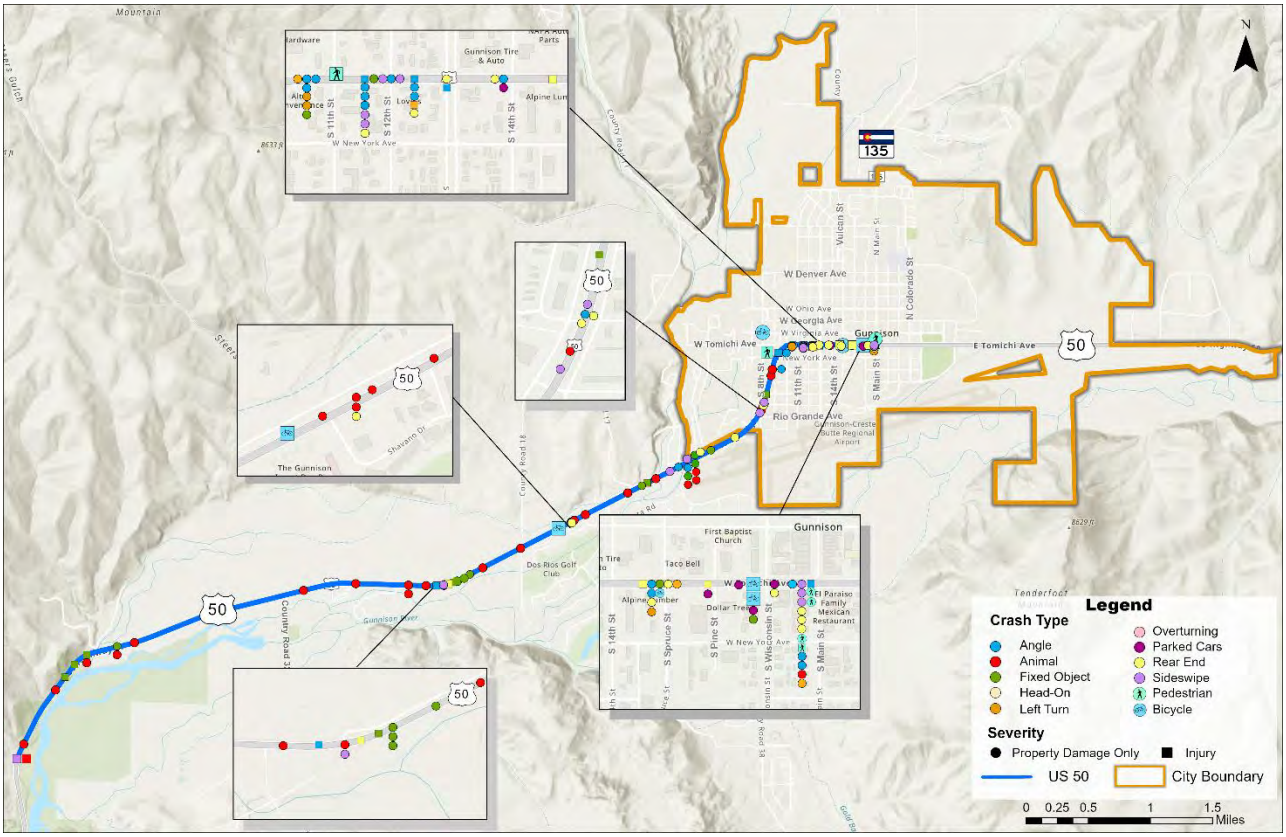
US 50: A safety analysis was conducted along the study area using available crash data from January 1, 2016 through December 31, 2020. Within the 5-year period, a total of 139 crashes were reported along the corridor. Figure 3-1a below shows the frequency of crashes by milepost along the corridor.

Figure 3-1a. US 50 Crash Heat Map



There were no fatalities and 25 injury crashes along the study segment of US 50. The highest number of crashes occurred in the Central Business District area of the City of Gunnison – from CO 135 to the west. Access points are spaced closer together and pedestrian activity is higher. The most common crash types in the study area are broadside, followed closely by wild animal and rear end crashes. Figure 3-2a below shows the types of crashes by milepost along the corridor.

Figure 3-2. US 50 Crash Type Map



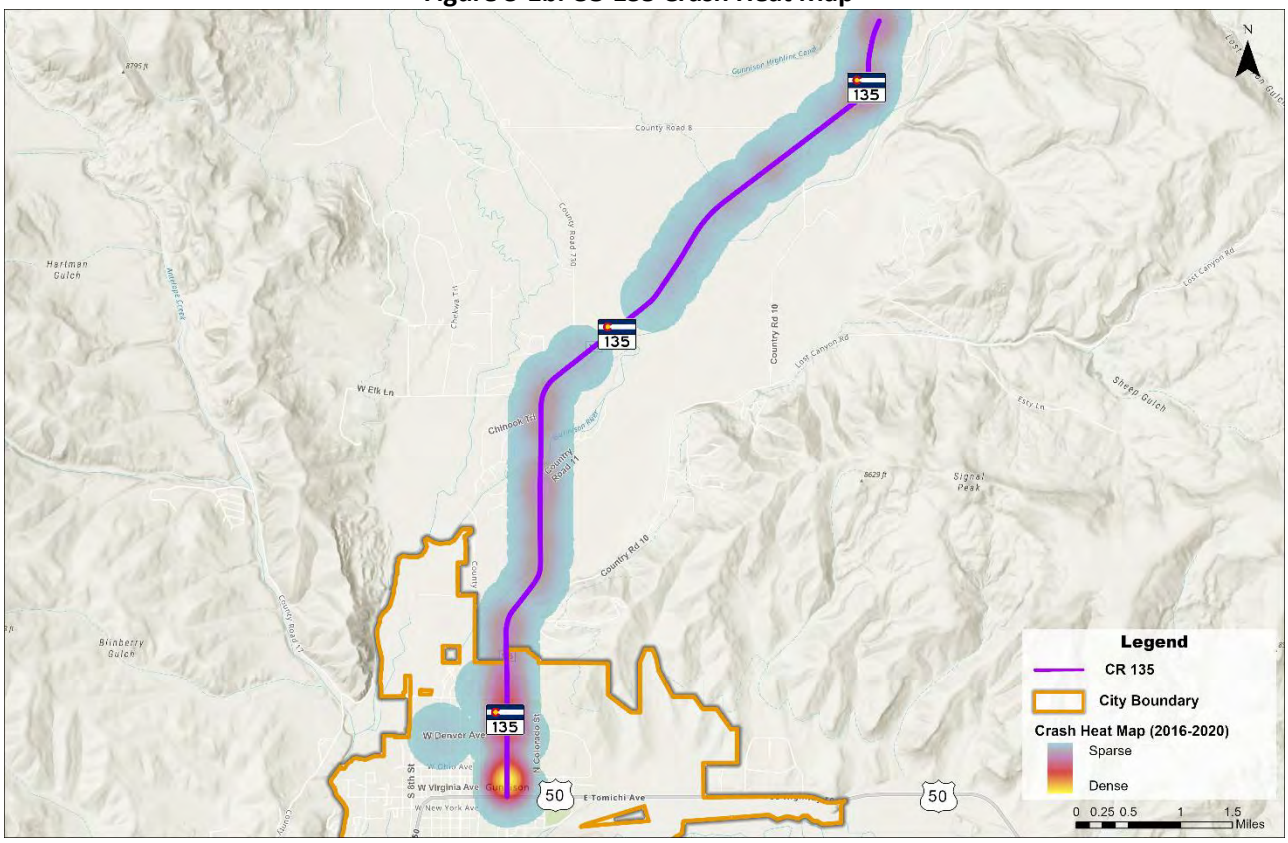
Crash patterns near access points along the corridor were examined to identify any access points that should or should not be closed due to safety concerns. The following locations along the corridor had 4 or more intersection-related crashes and pose a concern to safety:

Highway	MP	Street	Access #	# of Crashes	Access Type	ACP Decision
US 50	156.87	10th Street	81 & 83	5	Full	No change/possible roundabout
US 50	156.94	11th Street	90 & 91	6	Full	No change
US 50	157.00	12th Street	98 & 99	5	Full	No change
US 50	157.18	Spruce Street	121 & 122	4	Full	No change
US 50	157.39	Main Street/CO 135	131 & 132	11	Full	No change/potential closure of south leg

Over the 5-year period, none of the public street roads had more than 3 crashes, other than the locations listed above.

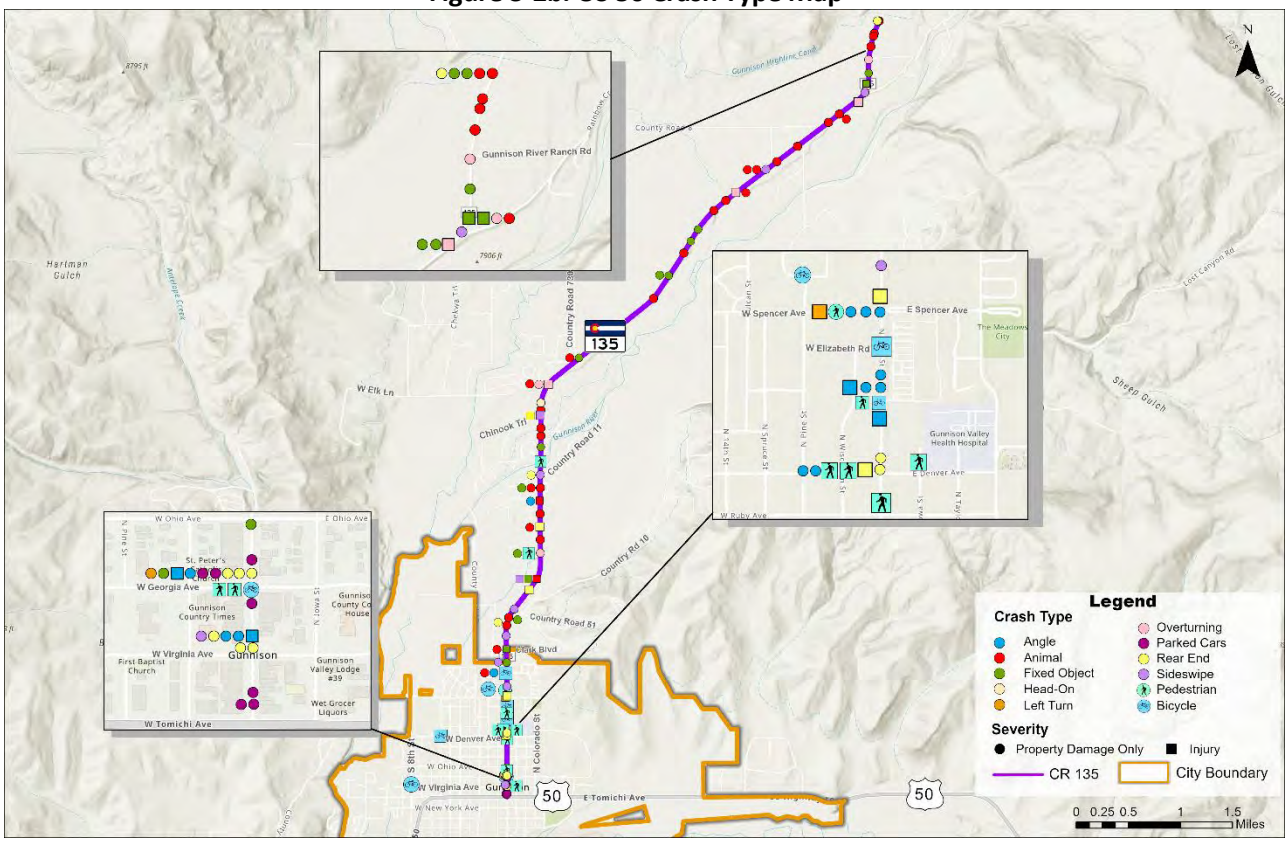
CO 135: A safety analysis was conducted along the study area using available crash data from January 1, 2016 through December 31, 2020. Within the 5-year period, a total of 119 crashes were reported along the corridor. Figure 3-1b below shows the frequency of crashes by milepost along the corridor

Figure 3-1b. CO 135 Crash Heat Map



There were no fatalities and 25 injury crashes. The highest number of crashes occurred in the Central Business District area of the City of Gunnison – from CR 135 to the west. Access points are spaced closer together and pedestrian activity is higher. The most common crash types in the study area are broadside, followed closely by wild animal and rear end crashes. Figure 3-1b below shows the types of accidents by milepost along the corridor.

Figure 3-2b. US 50 Crash Type Map



Crash patterns near access points along the corridor were examined to identify any access points that should or should not be closed due to safety concerns. The following locations along the corridor had 4 or more intersection-related crashes and pose a concern to safety:

Highway	MP	Street	Access #	# of Crashes	Access Type	ACP Decision
CO 135	0.08	Virginia Avenue	#137 & #138	5	Full	No change
CO 135	0.15	Georgia Avenue	#139 & #140	5	Full	No change
CO 135	0.74	Denver Avenue	#155 & #156	5	Full	No change

Over the 5-year period, none of the public street roads had more than 3 crashes, other than the locations listed above.

4.0 ACCESS PLAN DEVELOPMENT PROCESS

Using existing physical and operational characteristics of US 50, mapping, traffic volumes, new development locations, safety concerns, street hierarchy/ local roadway circulation and improvements, and access management needs, input from the participating agencies and the public, and guidance from the *SHAC*, an ACP was developed. This Plan considers access points in logical groupings, plus circulation opportunities via the existing local street system.

The Access Plan was developed using the following process:

1) Field Review of the Corridor

The project sponsors walked (in the City) and drove (in the County) portions of the corridor to become familiar with existing access controls, safety and operational issues, and land uses. Representatives from engineering, maintenance, planning, and police attended.

2) Project Work Sessions

The project sponsors met several times to evaluate access needs at a location-by-location basis, using roll plans, aerial imagery, and local knowledge. The existing inventory of access points was reviewed with existing parcel and ownership information. This review determined which parcels adjacent to US 50 and CO 135 lacked access to the highway, which parcels relied on the frontage road to access the highway, which parcels had multiple accesses to consider for consolidation, and which parcels had access or potential access to an existing or proposed local road.

3) Development of the Access Plan

The recommendations were developed assuming future land use changes and by applying access management principles and techniques discussed in Section 2. The major full movement intersections were located based on traffic projections, County and City planning documents, and anticipated growth patterns. Access for each parcel between major intersections was either limited to one access per ownership or provided via a local road. Shared access between parcels was developed wherever feasible.

4) Refine the Access Plan

A draft ACP was presented to an internal review team consisting of CDOT, County, and City staff. Based on comments received from the team, the draft plans were refined and presented at the public open house. Public comments were reviewed and the Plan modified, as appropriate. Improvements that are considered cost prohibitive, have unmanageable physical constraints, have significant traffic operational deficiencies, are inconsistent with overall community expectations, or don't appear to provide a reasonable level of access were revised in the Plan. In some cases, access conditions were defined to allow phased implementation of long-term solutions.

5.0 ACCESS PLAN RECOMMENDATIONS

This section presents details of the recommended Access Control Plan for US 50 and CO 135 in Gunnison County and City of Gunnison. The Plan has been developed in conjunction with CDOT, Gunnison County, City of Gunnison, and the public. After evaluating the existing access conditions and potential future access needs, the Plan defines the configuration and traffic control for each access, as well as recommended access closures and parcel cross connection points. Key full movement intersections with likely auxiliary lanes were identified. The *SHAC* was followed in determining locations of and spacing between major intersections, including a maximum "out of direction" travel of one-half mile in each direction.

Where feasible, highway access was reduced to one location per parcel and shared with adjacent properties. The functional intersection areas were kept clear of any other access points, where possible. Where safe, feasible, and so not to cause congestion, access was provided to the local street system instead of the main highway. Within the City of Gunnison, the Plan limits full movement access to major intersections and either closes or restricts the movement at all other access points to either right-in, right-out or ¾ - movement access. Traffic control measures that may be used to achieve long-range proposed conditions include raised medians, channelizing islands at limited access points, signage, and striping.

The following section summarizes the key features of the Plan, by plan sheet. The sheets, starting on page 17, provide a graphical illustration of the Plan. A detailed explanation of each access in the study area, by MP, is presented in the ACP Table, Appendix E. Milepost designations are approximate. The IGA is located in Appendix F.

Access Plan

US 50: Key Plan recommendations are summarized on the following pages and illustrated in the plan sheets starting on page 22. Auxiliary lanes shall be provided at major intersections identified in the Plan as prescribed by the *SHAC*. Traffic control will be evaluated on a case-by-case basis as future conditions warrant. Potential traffic control may include stop signs, traffic signals, roundabouts, interchanges, or other traffic control recognized by the Manual on Uniform Traffic Control Devices (MUTCD).

The ACP will reduce the number of access points from 141 to 70. This reduction in access includes *the following:*

- *10 public* road closures (connections to Frontage Roads)
- 25 field access closures
- 8 consolidated access points to one access per parcel
- 17 accesses relocated to a side road
- 6 shared access points
- 11 access points relocated to improved locations

Access #1 to Access #8 (ACP Map Page 2 of 11)
This sheet includes access #1 to #8. CR 726 and Cooper Ranch Trail Access should be aligned with each other to form a full movement intersection and reduce the existing skew, with future consideration for signalization. Phelps Lane and Prosper Lane should be combined into one shared access point and aligned with the Neversink Trail Access. Access #6 and #8 should be closed and cross access should be sought with the Moncrieff Parcel (#37870700091) to the east. Access #7 should also be closed to provide only one access point to this parcel.

Access #8 to Access #24 (ACP Map Page 3 of 11)
Field access #10 should be aligned with access #9 to form a full movement intersection. Access #11, #13, #16 and #17 should be closed, with side street access provided to McCabe's Lane instead. Access #12, #14 and #18 should be closed and consolidated at a new shared access point #18R, aligned opposite McCabe's Lane to form a full movement intersection. Access #19, #21 (Phyllis Lane) and #22 should be closed and consolidated into a new shared access located west of the existing Phyllis Lane. Access #20 and #24 should be closed and a new consolidated access #24R should be added opposite Access #23 to make a full movement intersection.

Access #24 to Shavano Drive (ACP Map Page 4 of 11)
Access #26, #27 and #30 (North Frontage Road) should be closed and consolidated at a new access #30R, located opposite Access #29 to make a full movement intersection. Access #25 and #26 should be closed and cross-access points provided to Access #29. Two future local road connections to the North Frontage Road are indicated. Access #31, #32 and #33 should be closed and cross access connections provided to Access #33 (Que Qua Lane). Access #37 (CR 18) should be realigned to eliminate the existing skew and form a full movement intersection (Access #37R). The frontage road should be realigned on the north side to provide distance from US 50. Access #34 should be closed. Access #38 should be closed as side street access is provided to Que Qua Lane. Access #39 and #40 should be made right-in, right-out. Access #41 and #42 should be closed, with access provided by Access #40. Access #50 should be realigned to Access #50R to eliminate the skew. Access #51 should be closed.

Shavano Drive to Thornton Way (ACP Map Page 5 of 11)
Access #43 (Shavano Drive), #44 and #45 should be made right-in, right-out. Access #48 should be closed, with access provided by Access #46. Access #47 should be closed. Access #49 should be made a ¾ access.

Thornton Way to CO 135 (ACP Map Page 6 of 11)
There are 82 existing access points on this sheet alone as it covers most of the portion of US 50 in the City of Gunnison. The western section turns and runs almost north/south to W. Tomichi Avenue. Both north and south frontage roads exist on the western end. At the US 50 intersection with Rio Grande Avenue, the Access #54 to the North Frontage Road is proposed to be modified to be right-in, right-out only. The North Frontage Road would be closed between Rio Grande Avenue and S. Reed Street. Access #57 to Rio Grande Avenue would remain open, as would the South Frontage Road, although the portion leading to the west/south from Rio Grande Avenue is proposed to be made one-way southbound. The W. Bidwell approach to US 50 (Access #65) is proposed to be closed, with the South Frontage Road remaining full movement. The future east leg of W. Bidwell will remain a full movement intersection to serve new development in west Gunnison. The S. Reed Street approach is planned to remain full movement, but the North Frontage Road would be closed on both sides. Development that currently has access to the North Frontage Road would either have access via S. Reed Street to a new proposed right-in-right out access #64R. Access #69 and #72 – W. Gunnison Avenue are both proposed to be closed, with both Frontage Roads remaining full movement. The existing signal at W. New York Avenue would be removed and Access #76 and #77 would be converted to right-in, right-out.

US 50 curves back to an east-west alignment at this point. The two ramps to/from W. Tomichi Avenue to the west (Access #79 and #80) would be closed. W. Tomichi Avenue would be realigned to form a "T" intersection as Access #79R and possibly become a roundabout. Along this stretch of US 50 to CO 135, all roads and alleys are proposed to remain full movement with a recommendation to convert the alleys to one-way away from US 50. Access to parcels that have more than one access, shared access possibilities,

or access to side streets are proposed to be closed. That includes Access #84, #85, #88, #89, #93, #95, #96, #97, #100, #103, #104, #107, #110, #111, #114, #115, #118, #119, #120, #123, and #130.

CO 135: The ACP will reduce the number of access points from 129 to 58. This reduction in access includes the following:

- 6 public road closures
- 7 converted to right-in, right-out
- 2 converted to ¾ access (no left out)
- 8 consolidated access points to one access per parcel
- 32 accesses relocated to a side road
- 25 shared access points
- 8 access points relocated/realigned to improved locations

US 50 to Virginia Avenue (ACP Map Page 6 of 11)
No changes are proposed in this section.

Virginia Avenue to Access #184 (ACP Map Page 7 of 11)
This section has alleys running behind parcels on both the east and west sides up until just north of Denver Avenue. Access points #144, #147, #148, #149, #152, #153, #154, #157, #158 to be closed with rear access provided to alleys. Between Denver Avenue and Elizabeth Avenue, Wisconsin Street provides direct rear access to parcels. Access points #159, #160, #162, #163, #164, #165, #166, #167 and #168 to be closed. Access #161 to City Market and #169 – Elizabeth Avenue will be converted to ¾ access, with left turns out prohibited. Shared access and multiple parcel access points allow closure of access points #172, #173, #176, #180b, #181, #183, #183a, #183b and #184. Access points #177, #178, and #182 will be converted to right-in, right-out.

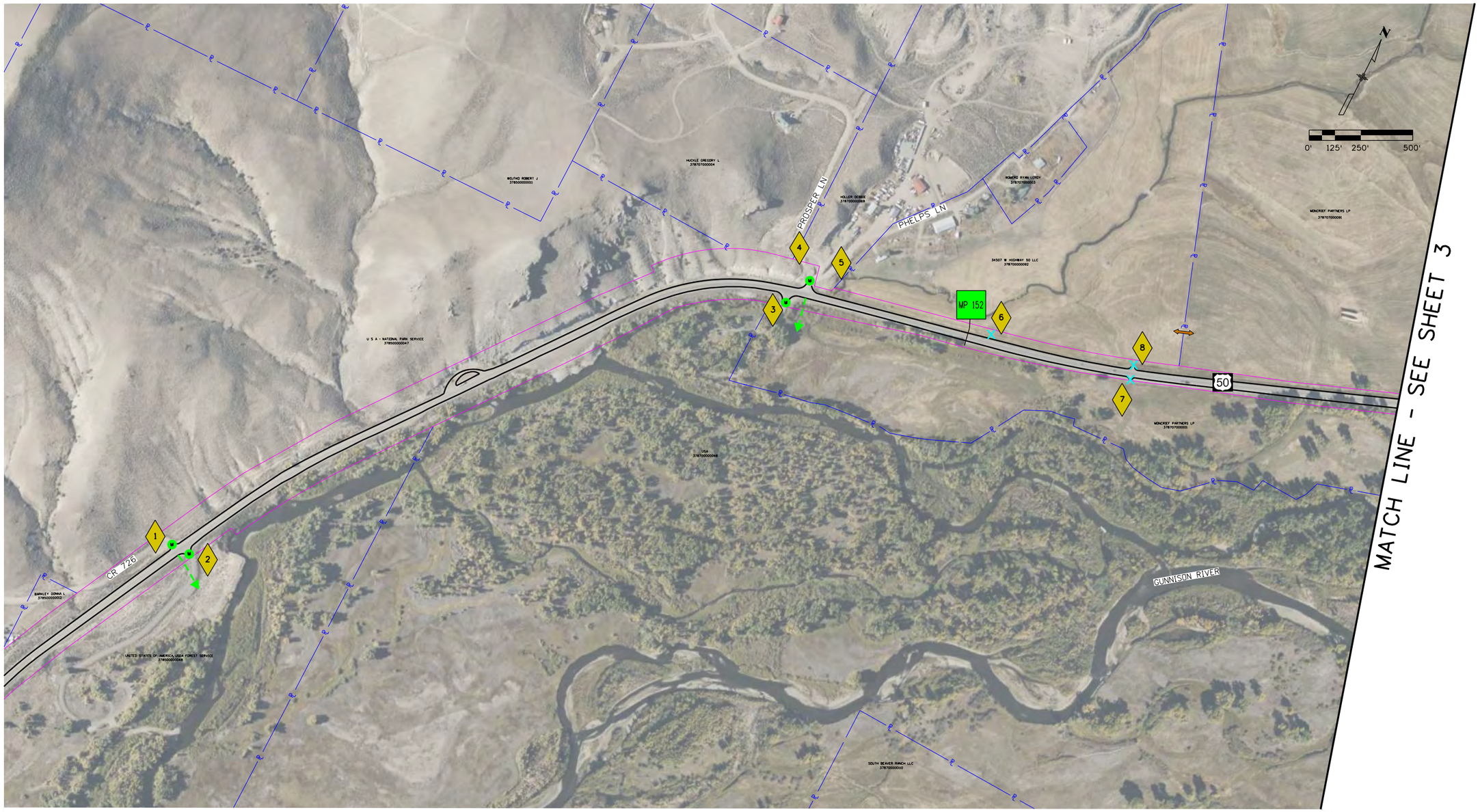
Access #184 to Access #210 (ACP Map Page 8 of 11)
Consolidation to one access per parcel and cross/shared access possibilities dominate this section of CO 135. Access points #185, #186, #188, #189, #192, #193, #194, #195, #196, #197, #199, #200, #201, #202, #204, #205, #207, #208 and #210 will be closed. New access point #188R is proposed opposite of #187 as a major intersection, with possible future signalization when warrants are met. The same is proposed for new access point #208R, opposite #209 (CR 11), and new access point #202R, opposite #103. Access points #190, #191, #198 and #206 will be converted to right-in, right-out.

Access #210 to Access #225 (ACP Map Page 9 of 11)
Access to close includes #211, #212 (Apache Road), #213, #214, #217, #218, #220, #221, #222, #224 and #225. Access #219 (Chinook Trail) will be converted to ¾ movement, with no left turns out, and the adjacent service road (Old Highway 135) closed. New access #211R and #221R will be added as right-in, right-out, plus #224R added opposite of #223 as a full movement major intersection. Access points #215 and #216 would also become a major intersection.

Access #225 to Access #242 (ACP Map Page 10 of 11)
The section currently contains mostly field accesses. Access points to close include #226, #227, #228, #230, #231, #232, #233, #234, #235, #237, #238, #239, #241, and #242. New access #226R and #236 will be added as right-in, right-out, and #239R opposite #240 as a full movement future major intersection.

Access #242 to CR 8 (ACP Map Page 11 of 11)
This final section of CO 135 includes access consolidation into single new access points. Closings include

#243, #244, #247, #248, #249, #250, #251, #254 (CR 8), and #255. New access points #252 (CR 10) and #253 (realigned CR 8) will be a full movement future major intersection, and a realignment of CR 8. Access #245 and #246 would be added opposite of each other to make a future full movement major intersection. Access #247L and #248R would be added as right-in, right-out access points.



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

US 50 / CO 135 ACCESS CONTROL PLAN

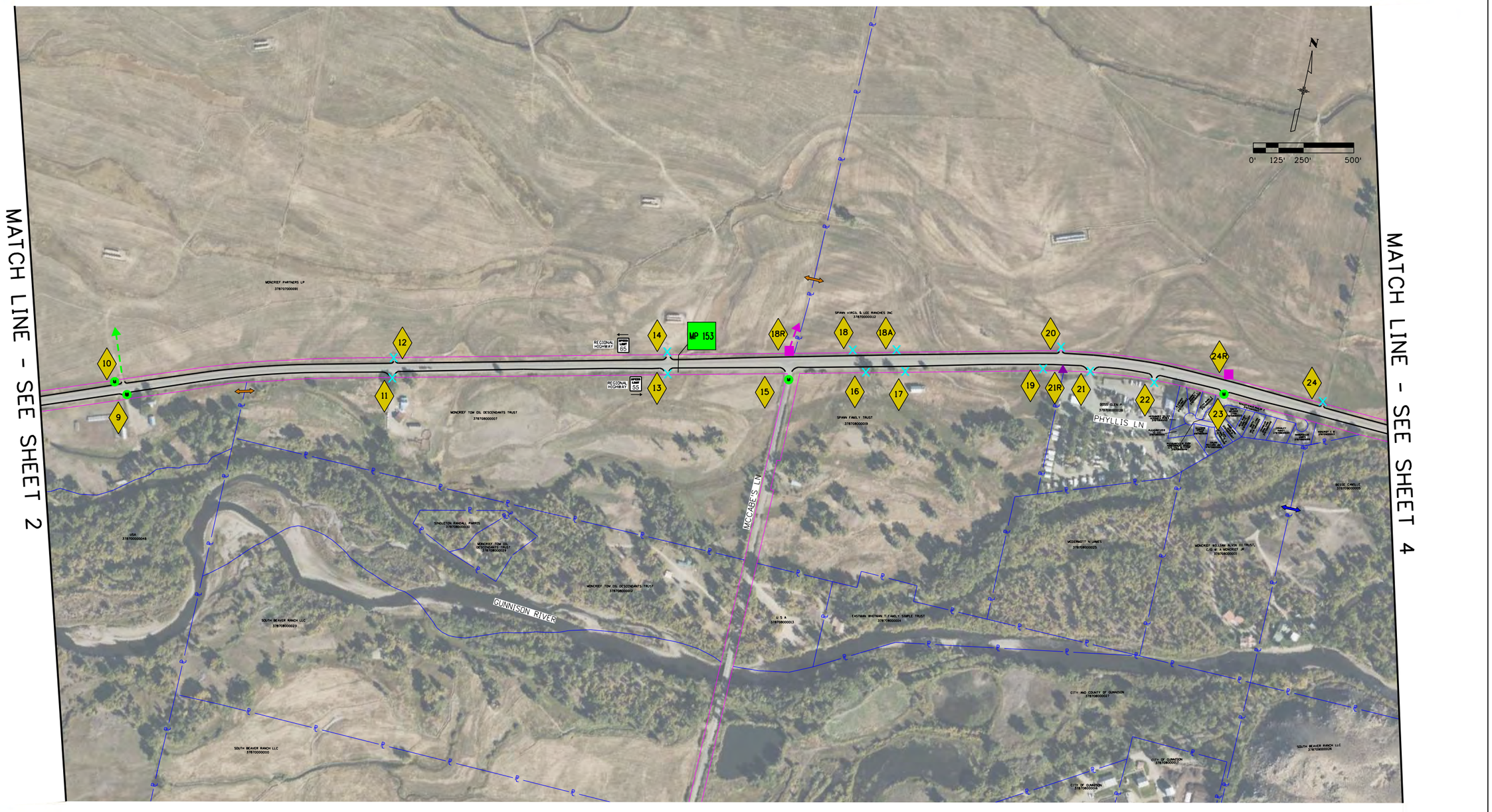
Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- Access Point Identification Number
- Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" Major Intersection

SHEET 2 OF 11



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US 50 / CO 135 ACCESS CONTROL PLAN

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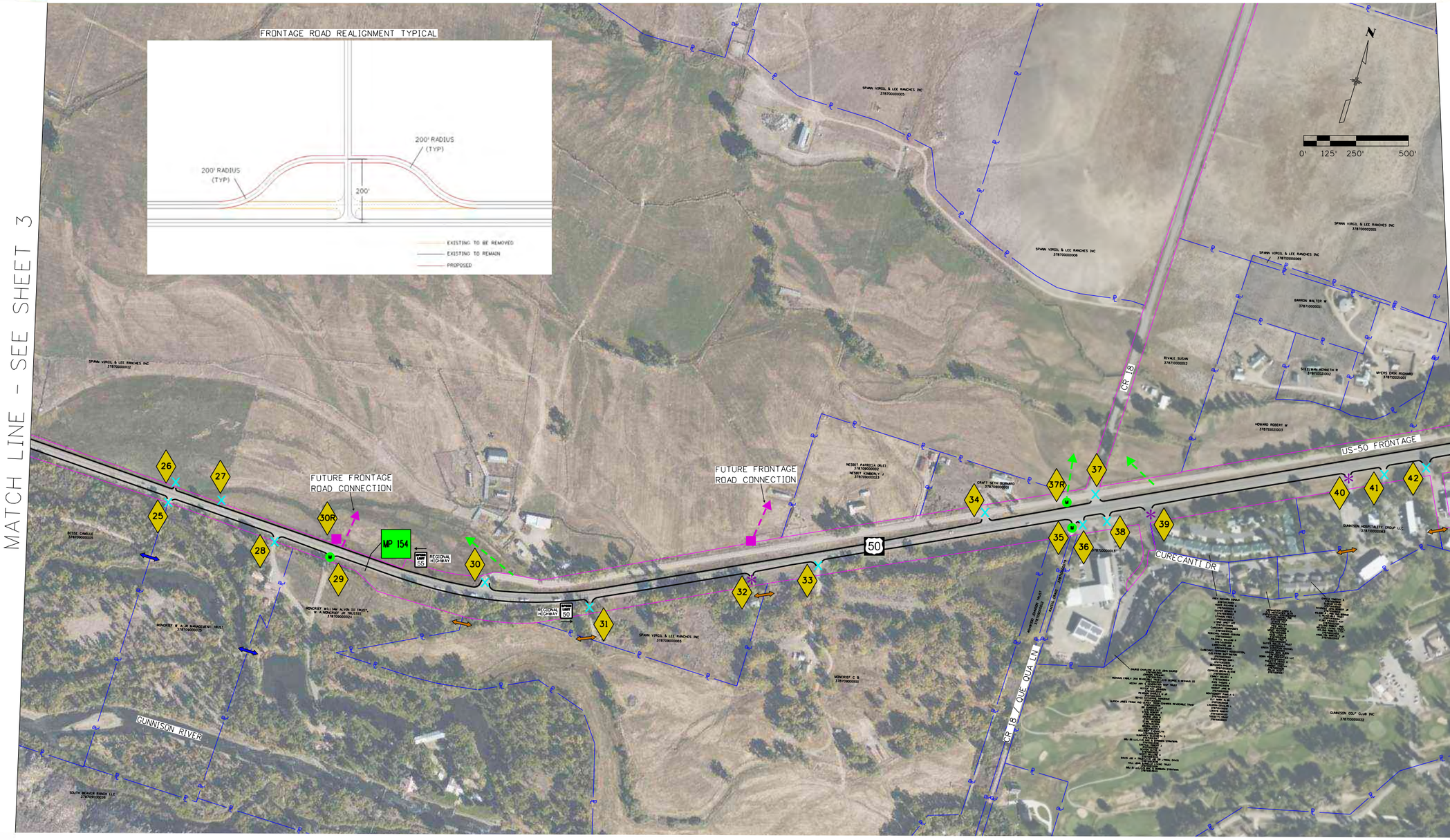
COLORADO Department of Transportation

LEGEND:

- Access Point Identification Number
- MP XXX Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- "M" Major Intersection
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits

SHEET 3 OF 11



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

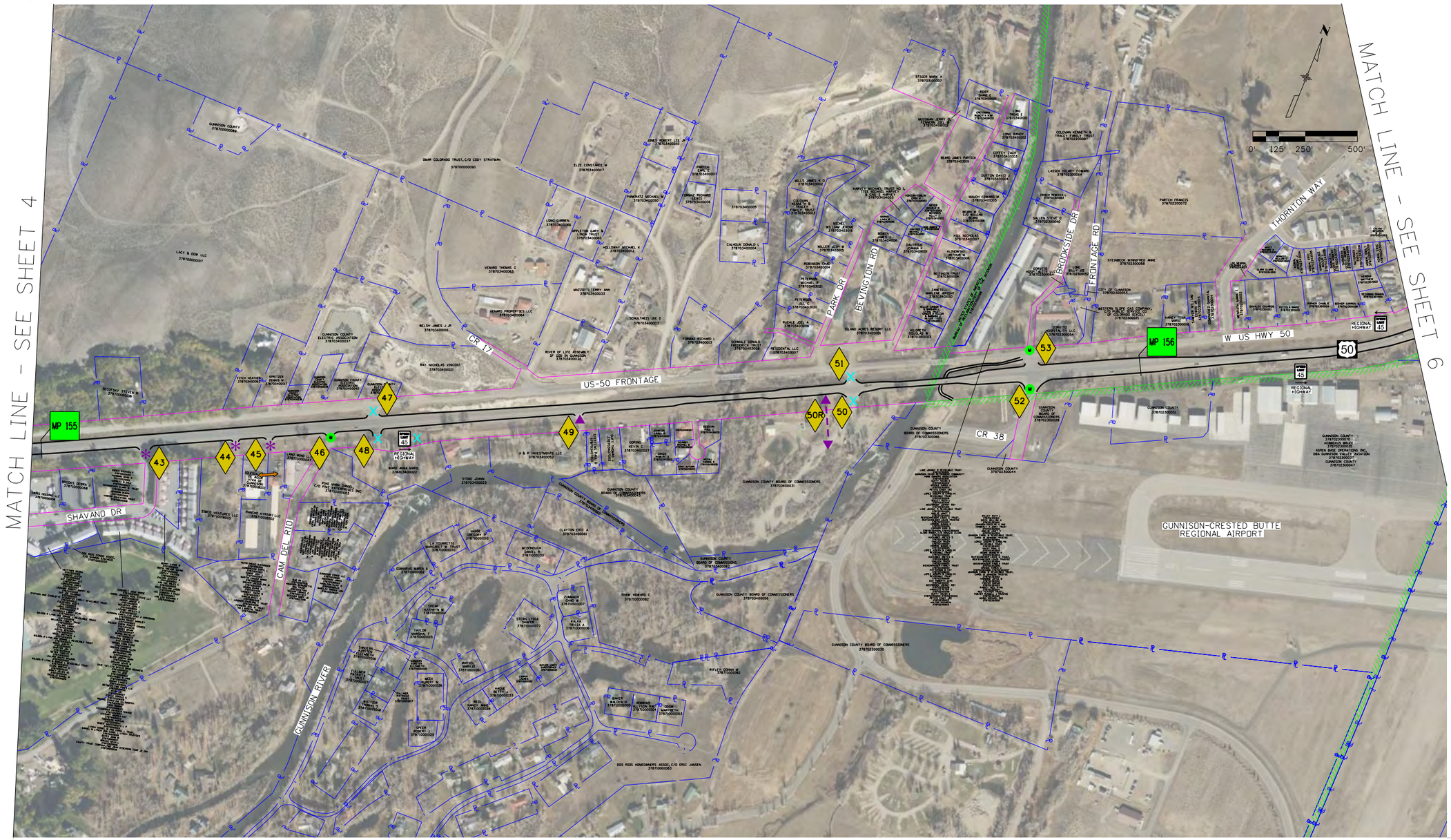
US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- ## — Access Point Identification Number
- MP XXX — Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX — Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" — Major Intersection



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US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

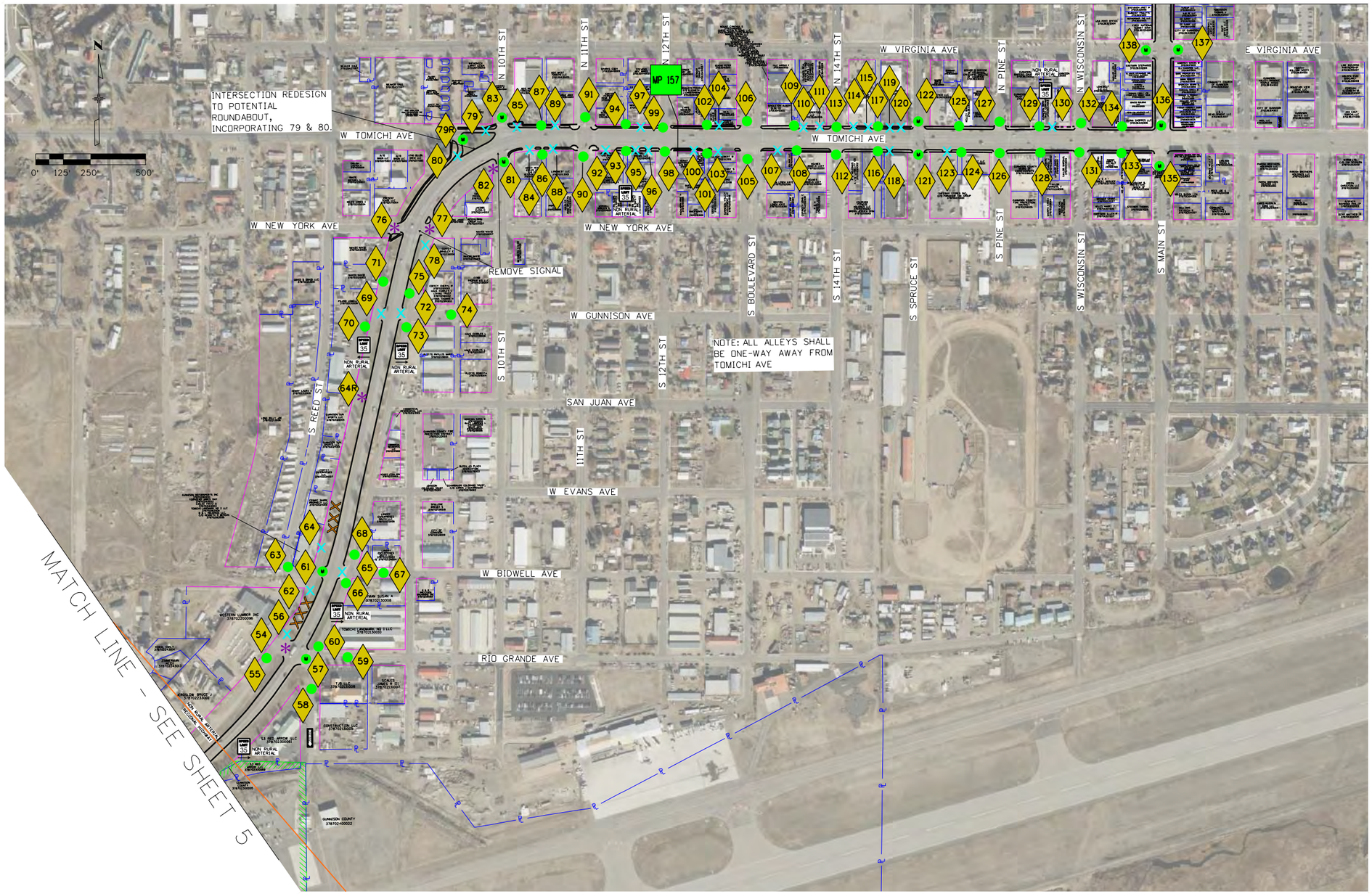
COLORADO Department of Transportation

LEGEND:

- ## — Access Point Identification Number
- MP XXX — Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX — Close Existing Access
- New Local Roadway
- "M" — Major Intersection
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits

SHEET 5 OF 11

MATCH LINE - SEE SHEET 7



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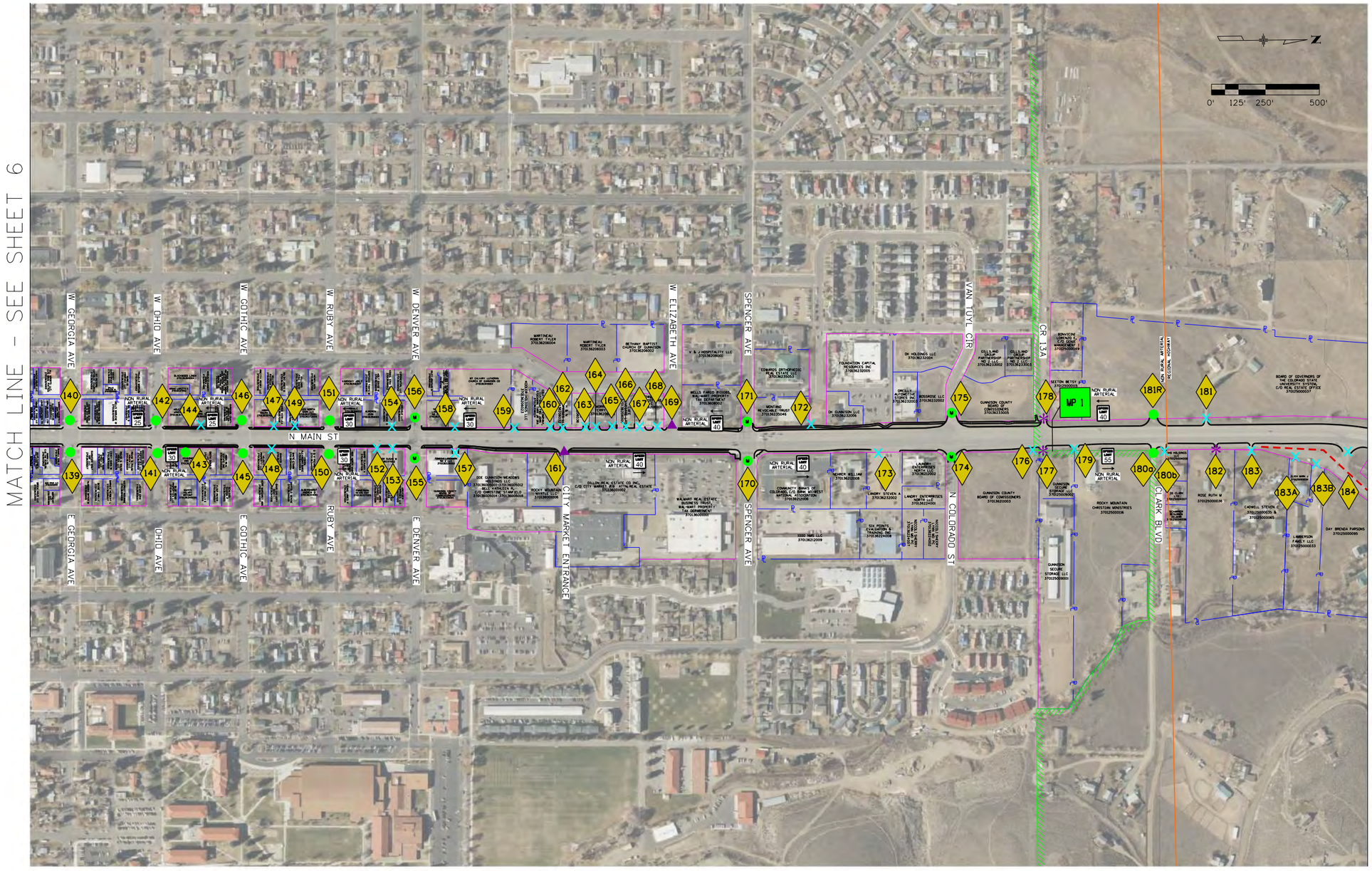
US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- ## — Access Point Identification Number
- MP XXX — Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX — Close Existing Access
- New Local Roadway
- "M" — Major Intersection
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits



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US 50 / CO 135 ACCESS CONTROL PLAN

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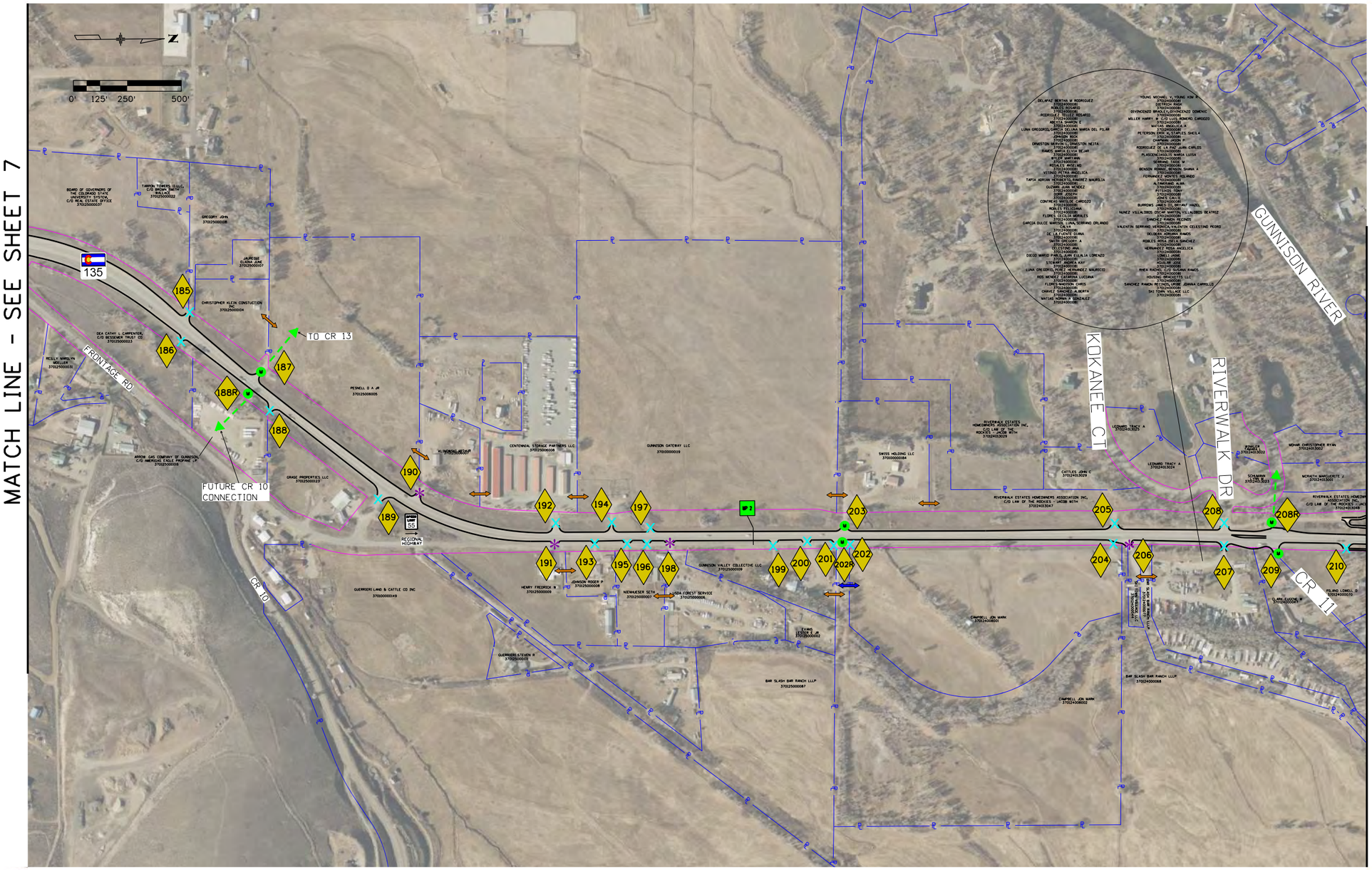
COLORADO Department of Transportation

LEGEND:

- ## — Access Point Identification Number
- MP XXX — Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX — Close Existing Access
- New Local Roadway
- "M" — Major Intersection
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits



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US 50 / CO 135 ACCESS CONTROL PLAN

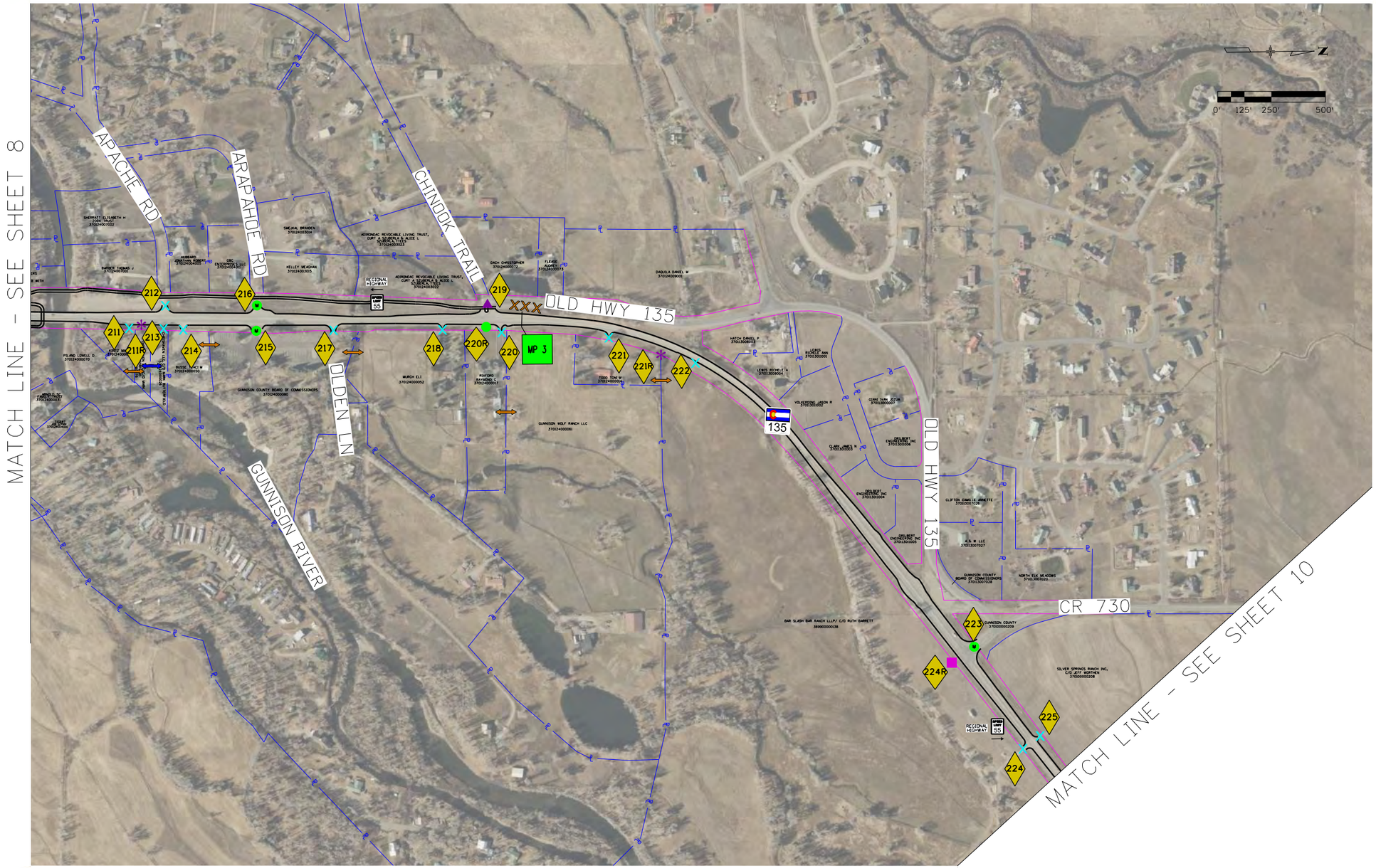
Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- Access Point Identification Number
- Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" Major Intersection

SHEET 8 OF 11



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

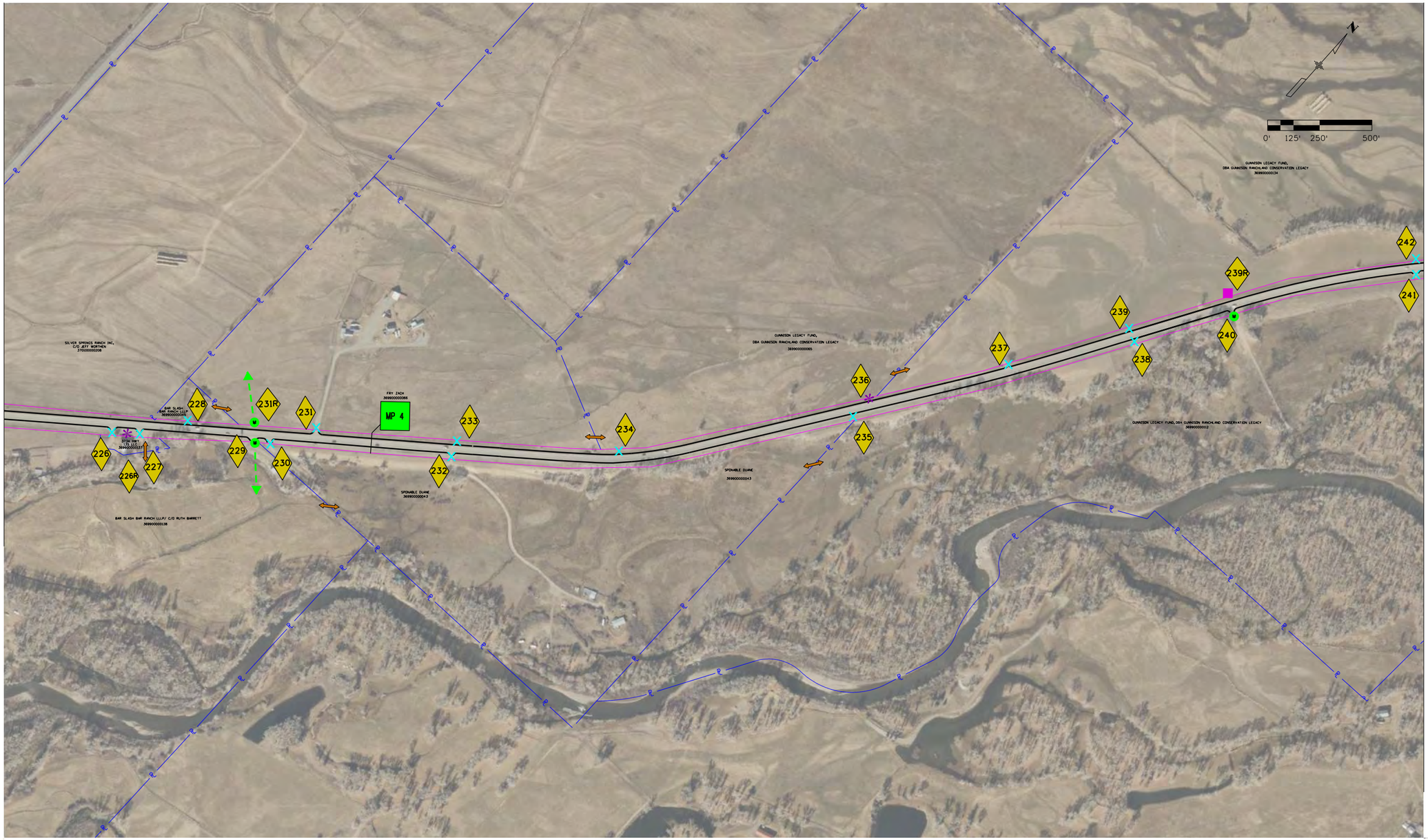
US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- ## Access Point Identification Number
- MP XXX Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- X Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" Major Intersection



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

US 50 / CO 135 ACCESS CONTROL PLAN

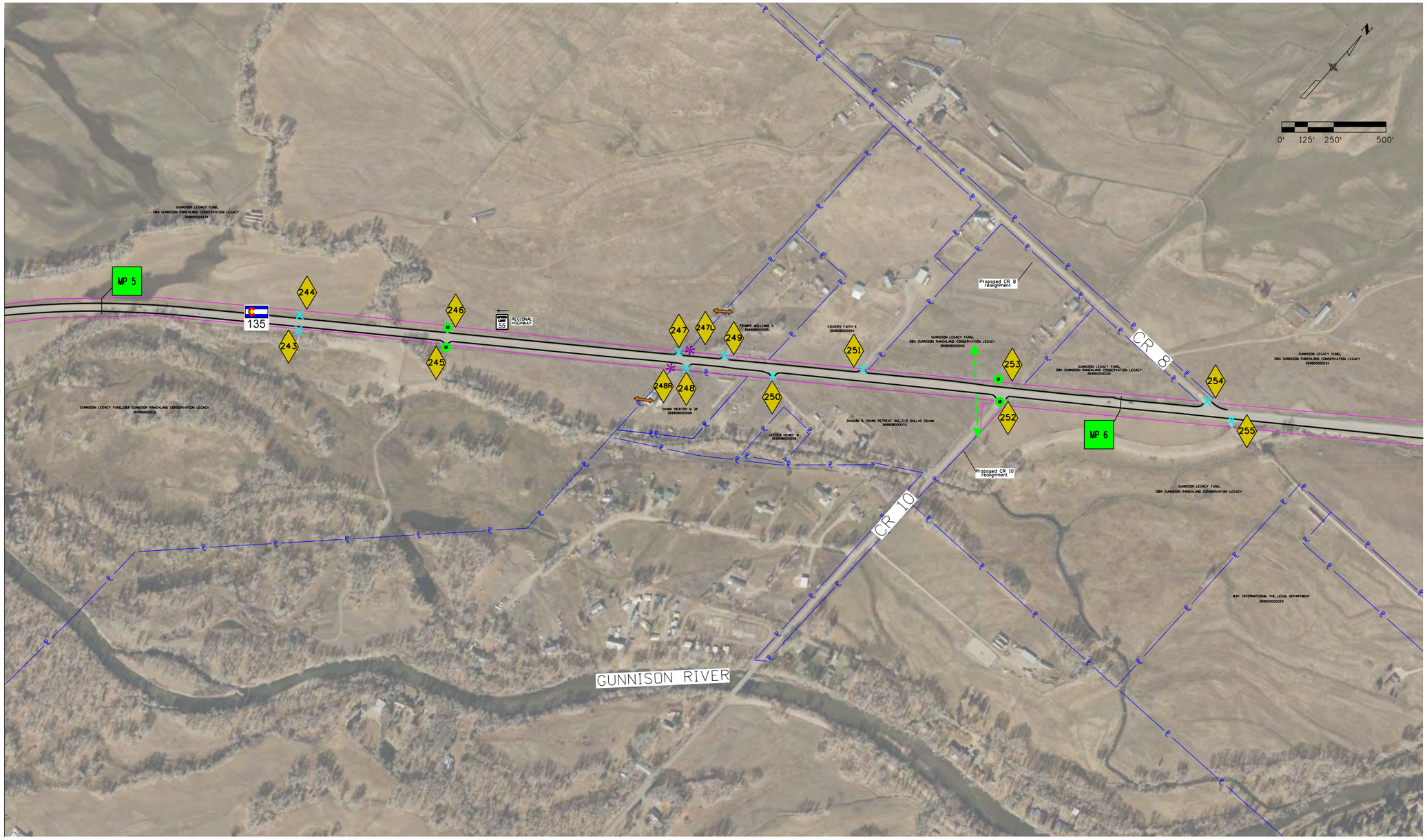
Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- ## — Access Point Identification Number
- MP XXX — Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- X — Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX — Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" — Major Intersection

SHEET 10 OF 11



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- ## — Access Point Identification Number
- MP XXX — Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX — Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" — Major Intersection

SHEET 11 OF 11

6.0 ACCESS PLAN IMPLEMENTATION

The access changes and improvements recommended in the Plan can be implemented over time as new or re-development occurs, traffic and safety needs arise, and as funding becomes available. Both public and private funds may be used. The following cases will trigger construction:

1. A property redevelops or changes use, resulting in an increase in traffic to and from the site of 20% or more. In most cases, per State Highway Access Code, a traffic study will evaluate the site-specific potential safety and traffic impact, and limited improvements or full implementation of the ACP may be required by CDOT at the specific access point. As part of the local agency's development review process, additional improvements compatible with the Plan may also be necessary to address traffic-related impacts created by the development. (Private Funding)

   In some cases, temporary access will be allowed until adjacent parcels develop and/or cross-parcel easement access is granted and/or a local roadway connection is constructed. During this time, if the ultimate intersection traffic control is not warranted/constructed, some turn restrictions may be required. In addition, upon redevelopment, property owners will provide legally defined cross-access easements for shared access points, as defined by the Plan. If a property does not redevelop or change uses, the property owner will not be required to construct access modifications. (Private Funding)

2. The County or City obtains funding to complete improvements to a segment of the CO 135 corridor or a local route. This could include existing or new local roadway connection improvements, traffic control upgrades, streetscape improvements or others. (Public Funding)

3. State and/or Federal funding is obtained to complete improvements to a segment or intersection of the CO 135 corridor. This could include an intersection redesign, traffic control upgrades, streetscape improvements, or others.

   A safety or operational issue develops that can be mitigated through the implementation of access management techniques consistent with this ACP. Public funding from any combination of agencies may be obtained to construct improvements. This may include responding to unexpected crash patterns, changes in seasonal traffic levels, or maintenance issues. (Public Funding)

4. Any combination of 1, 2, 3, or 4.

Under case 1, a property owner must follow the access permit process as defined by Section 2 of the *SHAC*. CDOT will remain the issuing authority for CO 135. The process requires property owners to submit an application for an access permit. Once the access permit is issued, construction plans for permitted improvements must be developed and submitted to CDOT for review. A Notice to Proceed will be issued following acceptance of the construction documents by CDOT. As determined by the CDOT Permit Unit, access permits may allow for construction of interim conditions and define requirements for future conditions that match the ACP depending upon individual circumstances specific to each permit.

Under case 2, the County or City may obtain funds either through local government budgeting, grants, or other potential funding sources. Once funding is available, the County or City will work through the CDOT planning process to develop a highway improvement project. The project will follow the process and procedures for design, construction, and management detailed in CDOT's Local Agency Manual. If a County or City project is developed off of the State Highway System, for instance, completion of an alternate local route that does not intersect with CO 135, CDOT will not be involved in the project. The

County or City will administer the project according to their respective standards and procedures.

Under case 3, a project receiving State and/or Federal funds must generally be identified in the STIP. In Colorado, four years of transportation projects and their funding sources must be identified in the STIP. The STIP is updated at least every four years through a continuing, comprehensive, and cooperative process involving the CDOT, FHWA, Federal Transit Administration (FTA), Metropolitan Planning Organizations (MPOs), Transportation Planning Regions (TPRs), and City and County Governments. The STIP may be amended as needed in accordance with the STIP Amendment Guidelines.

Under case 4, any agency may identify a safety or operational issue along the corridor through a crash pattern, complaints, observation, or other manner. A single agency or partnership of agencies may obtain funding to implement access management techniques that are consistent with the Plan and specifically address the issue. Depending on who the lead agency is for the project, the project may be administered through the local agency process, as described in case 2, or through CDOT's process, as described in case 3.

Detailed engineering drawings of exact roadway alignments and access improvements will be required as project funding is identified. Details related to storm drainage, utilities, landscaping, environmental issues, pedestrian/bicycle facilities, roadway sections, and other topographic features will be considered during this design process. Environmental evaluations appropriate to the size, type, and funding of the project will be completed as part of the design phase.

To provide for continued commitment to the access modifications recommended by this study, it is recommended that CDOT, Gunnison County, and the City of Gunnison execute an IGA to adopt the Plan as an ACP for this segment of CO 135. The ACP identifies access locations and levels of access by reference point for CO 135 within the project limits. In recognition of the plan's long-range nature and the potential for conditions to change over time, a critical element of the IGA is the definition of a process for plan modifications. Exhibit B to the IGA defines this process, which requires mutual agreement of the IGA parties on modifications to the plan. For the CO 135 corridor, the process for administration of the plan shall be as described in the *SHAC.* The IGA, the ACP Table that will serve as Exhibit A, and Exhibit B are presented in Appendix D and E, respectively.

7.0 LIST OF ACRONYMS

AASHTO = American Association of State Highway and Transportation Officials

ACP = Access Control Plan

CDOT = Colorado Department of Transportation

FHWA = Federal Highway Administration

HCM = Highway Capacity Manual, 6th Edition

HCS = Highway Capacity Software

IGA = Intergovernmental Agreement

LOS = Level of Service

MP = Milepost

MPO = Metropolitan Planning Organization

mph = Miles Per Hour

MUTCD = Manual on Uniform Traffic Control Devices

NR-B = Non-Rural Arterial

R-A = Regional Highway

ROW = Right-of-Way

SHAC = State of Colorado - State Highway Access Code, March 2002 Amendment

STIP = Statewide Transportation Improvement Program

TMC = Turning Movement Count

50 = United States Highway 50

v/c = Volume-to-Capacity Ratio

8.0 GLOSSARY

Access – Any driveway or other point of entry and/or exit such as a street, road or highway that connects to the general street system

Access Category – means one of eight categories described in Section Three of the State Highway Access Code, and determines the degree to which access to a state highway is controlled

Access Plan, Access Control Plan – A plan which designates access locations and levels of access for the purpose of bringing those portions of roadway included in the planning area into conformance with the highway functional classification to the extent feasible

Access Management – Systematic control of the location, spacing, design, and operation of driveways, median openings, and street connections to a roadway

Access Permit – Means by which access improvements are reviewed, approved, and constructed in accordance with the State Highway Access Code

Driveway – An access that is not a public street, road, or highway

Full Movement Access – An access without turn restrictions

Functional Intersection Area – Area upstream and downstream of an intersection where intersection operation and conflicts influence driver behavior, vehicle operations, or traffic conditions.

Intergovernmental Agreement (IGA) – A legally-binding agreement between two or more governmental agencies

Issuing Authority – The entity responsible for issuing access permits for a segment of state highway. The board of county commissioners, the governing body of a municipality, or the department of transportation may be the Issuing Authority.

Level-of-Service (LOS) – An indication of the quality of traffic flow as measured by vehicle delays or travel speeds. Level-of-service grades range from LOS A (ideal traffic flow) to LOS F (heavily congested conditions). LOS D is typically considered an acceptable traffic condition during peak demand periods in urbanized locations.

Right-of-way (ROW) – The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel

State Highway Access Code – A manual containing the access regulations that apply to state highways within Colorado

Turning Movement Count (TMC) – A tally of the number of vehicles turning left, right, or traveling through an intersection

Volume-to-Capacity Ratio (v/c) – The sufficiency of an intersection to accommodate vehicular demand. A v/c over 1.00 means the traffic demand exceeds the capacity.

Appendix A - Public Outreach

US 50 WEST & CO 135 ACCESS CONTROL PLANS FOR GUNNISON CITY & COUNTY

The City of Gunnison, Gunnison County,
and the Colorado Department of Transportation

Invite you to an

Open House

for the

US 50 and CO 135 Access Control Plan

The plan includes US 50 from Phelps Lane to Highway 135/ Main Street, and Highway 135 from US 50/ Tomichi Avenue to County Road 8

Wednesday, October 16th, 2024
12-3 PM and 5-8 PM

Gunnison County Courthouse,
Board of County Commissioners Chambers
200 E. Virginia Avenue,
Gunnison, CO 81230

All exhibits will be available for viewing on the Gunnison County & City websites

COLORADO
Department of Transportation

US 50 and CO 135 Access Control Plan
Wednesday October 16th 2024
Public Meeting Sign-In Sheet

Name/ Entity	Email or Phone Number	Check Here if adjacent property owner requesting one-on-one meeting
Lisa Tuthill	lptuthill@gmail.com	
Howard Tuthill	hbtuthill3@gmail.com	
Tom Stoeber	tom@stoeber-cpa.com	
David Gardner	dgardner1688@outlook.com	
Joseph Gornik GCEA	jgornik@gcea.coop 970-641-7348	
Matt Schwartz	familyvision211@hotmail.com	
Keith Robinson	KRobinson@GunnisonCO.gov	
Colleen Hannon	970.275.3651	
Steve Bithj.	970-641-1851	

COLORADO
Department of Transportation

GUNNISON COUNTY

US 50 and CO 135 Access Control Plan
Wednesday October 16th 2024
Public Meeting Sign-In Sheet

Name/ Entity	Email or Phone Number	Check Here if adjacent property owner requesting one-on-one meeting
Roger Johnson	rsjohnson81@hotmail.com	—
Susan Johnson	rsjohnson81@hotmail.com	—
Ken Spann	qqhawk@aol.com	
Deirdre Fotescu	dfotescu@msn.com	
Kim Nesbit	KimNesbit1967@gmail.com	
Celeste Helminski	chamber_director@gunnisonchamber.com	
Boe Freeburn	303-905-4583	
Dallas Isham	DW13778@Yahoo.Comm	
Roxanna J. Luke	western_lumber@yahoo.com	
Ken J. Ruth	kjohnson4345@gmail.com	
Darren Bishop		
Diego Plata	DPLATA@GUNNISONCO.GOV	
Debie Stewart	SUN SPORTS UNLIMITED @ YAHOO.COM	

COLORADO
Department of Transportation

GUNNISON COUNTY

US 50 and CO 135 Access Control Plan
Wednesday October 16th 2024
Public Meeting Sign-In Sheet

Name/ Entity	Email or Phone Number	Check Here if adjacent property owner requesting one-on-one meeting
AC Smith	970 209 0346	? Thank you.
Gunnison Legacy	9706414386	~~Yes~~ No thanks
Paula Giavesis	970-2099133	
M. Kula	970-349-2150	
Marlene Crosby	d_m_crosby@q.com	
Margaret Alcock	alcockmb@yahoo.com	
STEVEN VOET	srvoet@yahoo.com	
CHAD WELLMAN	chad.wellman@usda.gov	Yes
Michelle Burns	michelleburns realtor@gmail.com	
jim rodman	jimrodman@me.com	No
Ken & Carolyn Rempe	kejsrtx@gmail.com 972-998-5857	No
BECKY TRUNTLAGE	BECKY.TRUNTLAGE@ COGOSTATE.COM	YES
Patrick Plumley	psplumley@comcast.net	YES

List of One on One Property Owner Meetings (Highway 50 and 135)

Les Evans
9:15am-9:30am 11/5/2024
37109 US Highway 50
Gunnison, CO 81230

Jason Mullins
9:45am-10am 11/5/2024
307 E San Juan Avenue
Gunnison, CO 81230

Stacy McPhail
1pm-1:15pm 11/5/2024
307 N Main St Ste 2H
Gunnison, CO 81230

Priscilla Swanson
1:15pm-1:30pm 11/5/2025
378 Monte Vista Dr.
901 W. Tomichi Ave. Gunnison, CO 81230

Dani Leach
2:45pm-3pm 11/5/2025
603 W Tomichi Ave
Gunnison, CO 81230

John Stoeber
9am-9:15am 11/6/2025
37250 W US Hwy 50
37857 W US Hwy 50
Gunnison, CO 81230-9743

Lauren Koelliker
10am-10:15am 11/6/2025
PO Box 1742
Gunnison, CO 81230

Sean Bennet
12:30-12:45 11/6/2024
107 Floresta Street
Gunnison, CO 81230

Kirby Kuklenski
11am-11:15am 11/6/2024
820 W Tomichi Ave.
Gunnison, CO 81230

Ken Spann
11:00 to 12:0012/13/2024
Spann Ranches
Multiple locations

COLORADO
Department of Transportation

GUNNISON COUNTY

Received
County Administration
10/23/24

Adjacent Property Stakeholder Comment Form

This form is for adjacent property owners, residents, and businesses. Your input is an important part of the planning process. Please take care to print or write clearly. Thank you!

Name	Darren & Brenda Bishop
Email	Bird1964@icloud.com
Phone	970-209-2320
I am a (circle all that apply)	property owner, resident, business owner, tenant, other:
Physical address:	808 W. Hwy 50
Were you able to locate your property on the maps?	Yes
Please share your opinions about the proposed access control changes.	No to Plan – frontage Road is fine Just as it is – Slow People down on Hwy 50 – Stop light at Long's Motel and Western Lumber. Stop light City Market turn out
Do you have any concerns or questions that the project team should be aware of? Please be as specific as possible.	No traffic down Reed Street.

COLORADO
Department of Transportation

GUNNISON COUNTY

Received
County Administration
10/23/24

Adjacent Property Stakeholder Comment Form

This form is for adjacent property owners, residents, and businesses. Your input is an important part of the planning process. Please take care to print or write clearly. Thank you!

Name	Estate Troas Long
Email	Troaslongestate@gmail.com
Phone	970-209-2320
I am a (circle all that apply)	property owner, resident, business owner, tenant, other: landlord
Physical address:	314 S. Reed Street
Were you able to locate your property on the maps?	yes
Please share your opinions about the proposed access control changes.	no = leave alone, Will not make Safer. Put in Stop light at Long's motel & Western lumber = leave Hatt towning light. no Main on Reed Street
Do you have any concerns or questions that the project team should be aware of? Please be as specific as possible.	Businesses Stay Same on frontage Road - no front doors on Reed Street - No Round-a-bout. Waist of City - Peoples Money!! Put a light at City Market turn in.

From: spannk@aol.com <spannk@aol.com>
Sent: Thursday, November 7, 2024 10:38 AM
To: Paul Silberman <paul.silberman@meadhunt.com>
Cc: Hillary Seminick <hseminick@gunnisoncounty.org>; Killian, Brian <brian.killian@state.co.us>; Jan Washburn <jan.spann.washburn@gmail.com>; Andy Spann <spannandy@aol.com>; Doug Washburn <sdougwashburn@gmail.com>; Spann Ranches Inc. <spannranches@gmail.com>; Jonathan Houck <jhouck@gunnisoncounty.org>; Laura Daniels <ldaniels@gunnisoncounty.org>; Liz Smith <eksmith@gunnisoncounty.org>; Cathie Pagano <cpagano@gunnisoncounty.org>
Subject: Re: Highway 135 and 50 Access Control Plan follow up meeting

Dear Paul:

Thank you for your email. Sorry for the delay in responding. We had a death in the family.

Yes, we would like to have a larger meeting with the appropriate CDOT personnel if access planning is going to be undertaken adjacent to our ranches. As I mentioned at the open house, we also have a number of issues developing with CDOT and would like them addressed as well.

Those issues include:

1. Continuation of our existing accesses at all our access points along Hwy 50 and Hwy 135 without restrictions, without being subject to future conditions.

2. No planning of alternative accesses onto or across our properties without prior or contemporaneous direct consultation with our representatives, now or in the future.

2. Assurances that CDOT will actually perform its required R.O.W. fence maintenance responsibilities along Hwy 50 and Hwy 135 in a timely manner throughout the year, including gates that function correctly and are operational. This is required by law. See, C.R.S. 35-46-11.

3. Modifications and changes to 2 underpasses at MP 16 generally on Hwy 135 to restore their functionality for livestock and wildlife crossing. They have never worked correctly since they were changed over to culverts from square boxes. As the traffic volume on Hwy 135 has increased, the potential benefit to all of having these underpasses functional has also increased.

4. Direct and continuous consultation with our representatives in the design, operation, and maintenance of any multi-modal trail in the CDOT R.O.W between Crested Butte and Crested Butte South as it adjoins our properties. This would include, but not limited to, set backs from fence; assurances of continuous livestock and vehicular/equipment access at all current access points, including the slope and widths of said accesses; design, construction of, and maintenance of all irrigation and

drainage crossings which predate and are a dominant estate to the CDOT R.O.W.; plans for seasonal closures; plans for snow removal.

I recognize this is a larger list than your proposed access plan. These are issues that are there from our point of view.

I will work to see if a date is available in Gunnison in the next three weeks. Any dates that might work for all of you would be a starting point.

Thank you.

Ken Spann
Spann Ranches, Inc.

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: Spencer Ave + Hwy 135 Signs for left Turns to help Prevent drivers from driving through crosswalk with pedestrians walking through

Location/ Comment: Colorado + Hwy 135
Crosswalk or Stop light

Location/ Comment: Hwy 135 at Colorado
lower speed limit to 30 mph, Then 25 at Denver

Name: Paula Giavasis
Address: 1410 Rock Creek RD
Email: Pgiavasis@gmail.com

COLORADO
Department of Transportation

GUNNISON COUNTY

Submit via email to Paul.Silberman@meadhunt.com

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: 508 West Tomichi Ave / Closing off these entrances to my gas station would result in a huge decrease in business. My comercial customers need these to get big vehicles in and out comfortably

Location/ Comment:

Location/ Comment:

Name: Brian Oliver

Address: 508 W Tomichi Ave

Email: bao.inc2@gmail.com

COLORADO
Department of Transportation

GUNNISON COUNTY

Submit via email to Paul.Silberman@meadhunt.com

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: Main + Ruby Ave intersection. We need a painted crosswalk across Main St. Also slowing traffic down to 25 at Denver + Main would help. People don't slow down for pedestrians. There and 3 of our town deer have been killed there

~~Location/ Comment:~~

Location/ Comment:

Name: Deirdre Fotescu

Address: 216 W Ruby Ave Gunni

Email: dfotescu@msn.com

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Department of Transportation

GUNNISON COUNTY

Submit via email to Paul.Silberman@meadhunt.com

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: Access Point 184(HWY135 & Frontage Rd): Even with two points of access from the frontage road (184 and 189) traffic still backs-up regularly when merging on to HWY135. Removing these existing access points and replacing them with one, in between, and on a blind corner, will only make this more congested and dangerous.

Location/ Comment: Access Points 76-81: Removing the light on W New York and adding a roundabout to the North will make this heavily trafficked, already dangerous pedestrian crossing even more dangerous. Additionally removing more existing access to the south of these intersections will make the remaining major intersections more backed-up and dangerous with no light to introduce breaks in traffic.

Location/ Comment:

Name: Max Ryan

Address:

Email: mxryan85@gmail.com

COLORADO
Department of Transportation

CITY OF GUNNISON COLORADO

GUNNISON COUNTY

Submit via email to Paul.Silberman@meadhunt.com

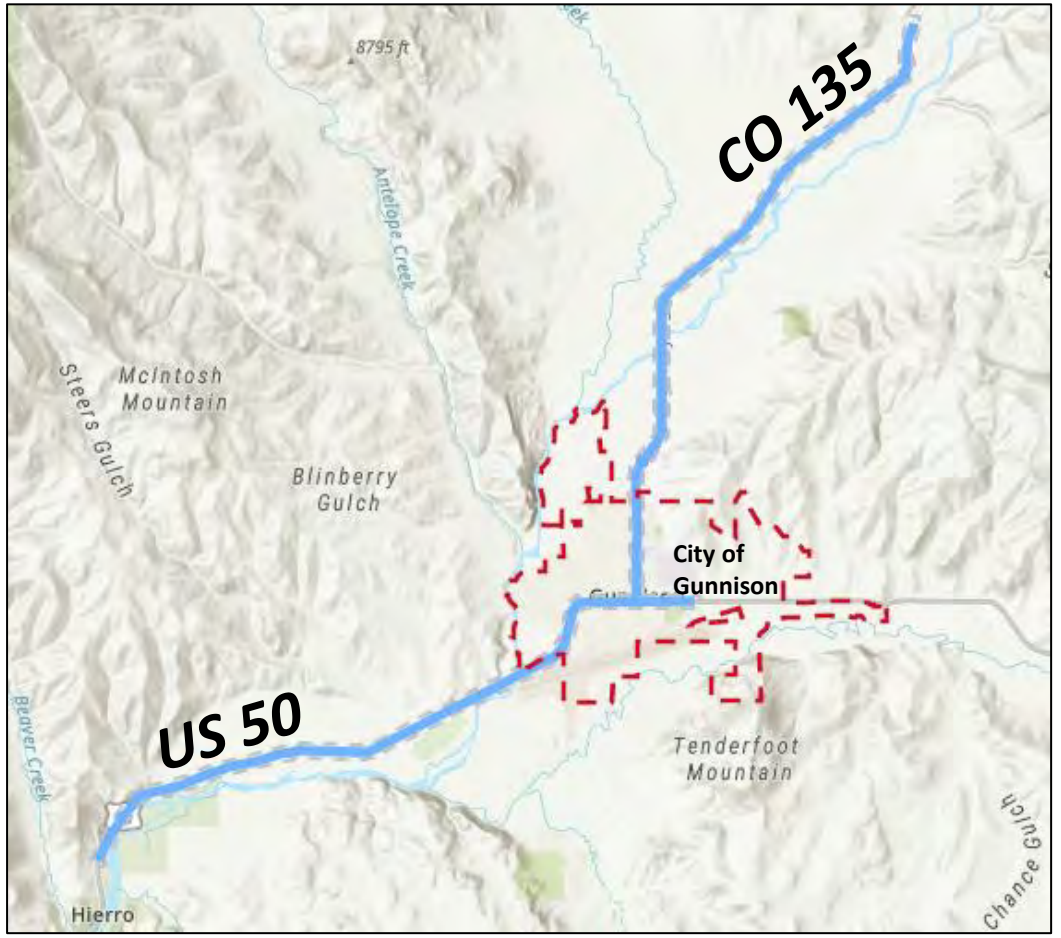
COLORADO
Department of Transportation

US 50 and CO 135 Access Control Plan

October 16, 2024

Corridor Locations

- 6 miles along CO 135 (Main Street) from US 50 to the north (MP 0 to 6.2)
- 6 miles along US 50 (Tomichi Street) from CO 135 to the west (MP 151 to 157.44)
- US / CDOT Highways
- Portions in City and County



Access Management Goals

- Access Control Concept Plans are developed to guide future access management decisions.
- State regulations allow CDOT, in partnership with local jurisdictions, to manage access points within its transportation system including limiting new access to the State Highway System when alternate access is available
- Access management serves to balance vehicle traffic flow with multimodal accessibility and safety
- Access management seeks to preserve the traffic carrying capacity and operational safety along State roadways by reducing the number of signals, driveways and points of conflict.

Access Control Plan Context

- An Access Control Plan is defined in the State Highway Access Code.
- Access Control Plans (ACP's) require an Inter-Governmental Agreement between the City/County and CDOT to enact.
- An ACP replaces the criteria within the State Highway Access Code with respect to allowable access locations and movements along state highways.
- There are no immediate changes to access points, specific triggers are shown on the next slide.
- The ACP can be amended when agreed to by the City/County, and CDOT.

Access Control Plan Context

- Opportunity for Local input on Highway Access
- Corridor wide analysis
- Considers existing and future land uses
- Considers adjacent access and land use interaction
- Incorporates Flexibility into criteria based on corridor conditions
- Developers/land-owners are aware of access conditions up front

Access Control Change Triggers

- ❑ Change in Land Use
- ❑ Redevelopment by landowner changes traffic volumes
- ❑ Publicly funded project by the City, County or CDOT
- ❑ Safety or Operational Need

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: 37250 W US Highway 50 - GCEA headquarters; GCEA requires two access points to accommodate large utility vehicles and tractor-trailers. This is a significant safety issue. We have members frequenting our office and electric vehicle users accessing the charging stations on the property who need to remain accommodated as well.

Location/ Comment: 37857 W US Highway 50 - GCEA storage yard; GCEA seeks to maintain the security, access, and proximity of the site.

Location/ Comment: Plans for Hwy 135 crossings at CR 730 & CR 8 would likely require overhead line re-routing.

Name: Gunnison County Electric Association

Address: PO Box 180
Gunnison, CO 81230

Email: jstoeber@gcea.coop

COLORADO
Department of Transportation

CITY OF GUNNISON COLORADO

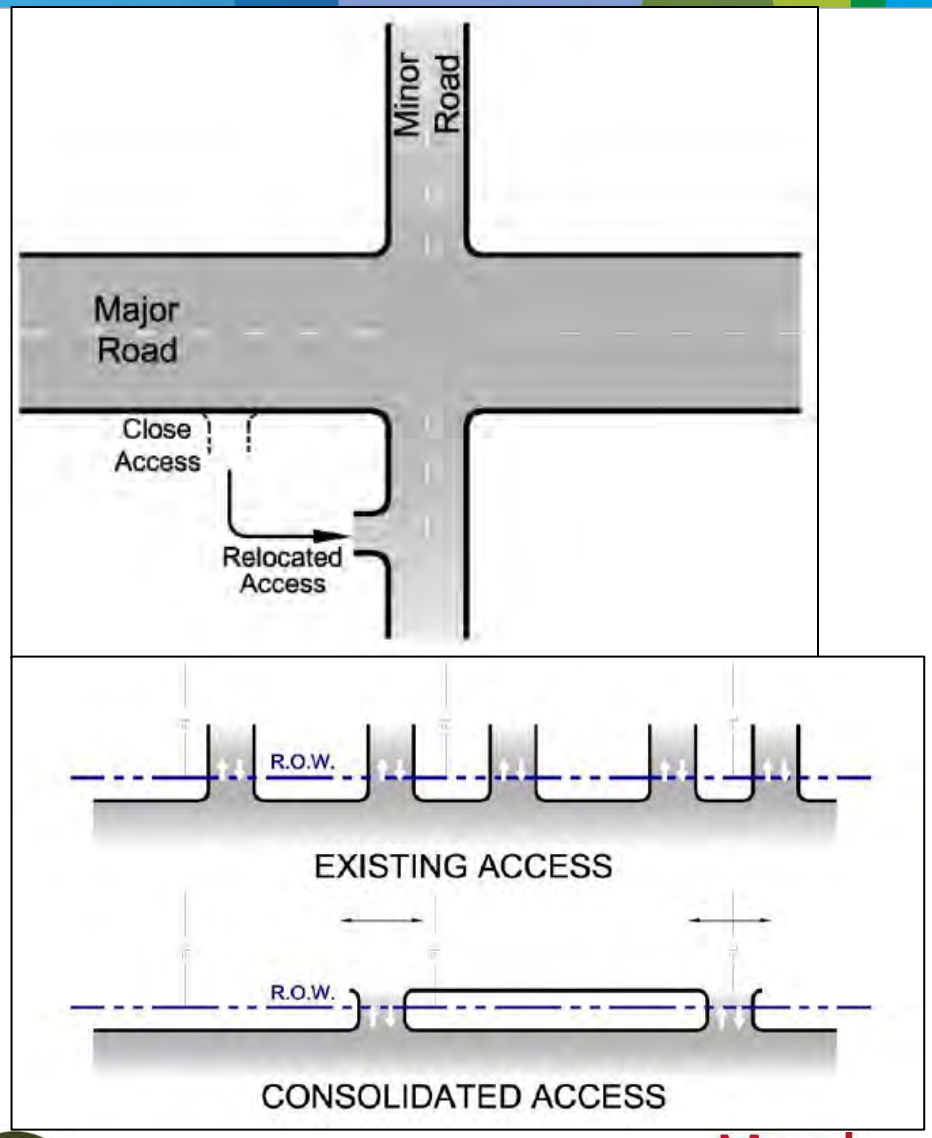
GUNNISON COUNTY

Submit via email to Paul.Silberman@meadhunt.com

Access Control Plan Layout

- Identify Major Intersections
- Identify local roads
- Review driveways and entrances
- Consolidate and reduce access points

- Key safety considerations
  - Intersection spacing
  - Intersection / roadway geometry
  - Traffic controls and auxiliary lanes
  - Sight distance
  - Current and future land uses
  - Multimodal connectivity

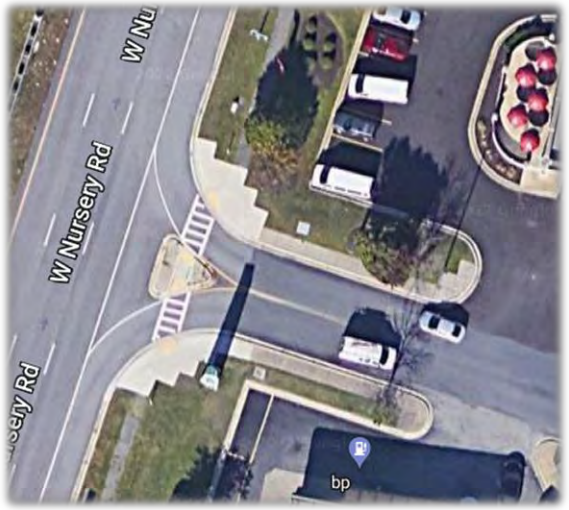


Strategies for Driveways and Public Streets

- **Access Spacing:** increasing the distance between traffic signals, public streets and driveways
- **Safe Turning Lanes:** dedicated left-turn and right-turn lanes
- **Traffic Control Upgrades:** New signals or roundabouts
- **Median Treatments:** Raised medians
- **Right-of-Way Management:** turn restrictions, driveway closures/ cross-parcel access, new local roadways /frontage/ backage roads

Strategies for Driveways & Streets

- Full movement
- Partial movement
  - Right-in and right-out
  - Right-in, right-out and left-in (3/4 movement)



Roundabout Example -CO 145, Telluride CO

Parallel Local Roads/ Frontage Road

- US 50 Gunnison
- US 160 Pagosa Springs
- US 550 Montrose

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GUNNISON COUNTY

Mead & Hunt

Next Steps/ Schedule

- Compile public comments- October 2024
- One-on-One meetings with adjacent property owners – early November
- Revise plans – November 2024
- County Commissioners/ City Council Review and Resolution – January 2025
- Final Report – February 2025
- Intergovernmental Agreement/ Adoption – March 2025

Questions and Plan Review

Appendix B - Existing Access Inventory

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
1	151.225	L	CR 726	Public Street	Full Movement
2	151.225	R	Cooper Ranch Trail Access	Public Street	Full Movement
3	151.835	R	Neversink Trail Access	Public Street	Full Movement
4	151.857	L	Prosper Lane	Public Street	Full Movement
5	151.857	L	Phelps Ln	Public Street	Full Movement
6	152.029	L	Field Access	Private Driveway	Full Movement
7	152.162	R	Field Access	Private Driveway	Full Movement
8	152.162	L	Field Access	Private Driveway	Full Movement
9	152.483	R	Home Driveway	Private Driveway	Full Movement
10	152.483	L	Field Access	Private Driveway	Full Movement
11	152.736	R	Home Driveway	Private Driveway	Full Movement
12	152.736	L	Field Access	Private Driveway	Full Movement
13	152.994	R	Field Access	Private Driveway	Full Movement
14	152.994	L	Field Access	Private Driveway	Full Movement
15	153.008	R	CR 32	Public Street	Full Movement
16	153.076	R	Field Access	Private Driveway	Full Movement
17	153.11	R	Field Access	Private Driveway	Full Movement
18	153.108	L	Field Access	Private Driveway	Full Movement
18a	153.105	L	Field Access	Private Driveway	Full Movement
19	153.26	S	Access to Field	Private Driveway	Full Movement
20	153.26	L	Field Access	Private Driveway	Full Movement
21	153.287	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement
22	153.348	R	Mesa Campground	Private Driveway	Full Movement
23	153.415	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement
24	153.507	L	Field Access	Private Driveway	Full Movement
25	153.705	R	Driveway	Private Driveway	Full Movement
26	153.706	L	Field Access	Private Driveway	Full Movement
27	153.751	L	Field Access	Private Driveway	Full Movement
28	153.806	R	Home Driveway	Private Driveway	Full Movement
29	153.858	R	Driveway	Private Driveway	Full Movement
30	154	L	US 50 Frontage Road	Public Street	Full Movement
31	154.101	R	Home Driveway	Private Driveway	Full Movement
32	154.253	R	Home Driveway	Private Driveway	Full Movement
33	154.317	R	Home Driveway	Private Driveway	Full Movement
34	154.478	L	US 50 Frontage Road Connection	Public Street	Full Movement
35	154.562	R	Que Qua Lane	Public Street	Full Movement
36	154.568	R	Gunnison County Electric Association	Private Driveway	Full Movement
37	154.583	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement
38	154.593	R	Gunnison County Electric Association	Private Driveway	Full Movement
39	154.632	R	Curecanti Drive	Public Street	Full Movement
40	154.825	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement
41	154.86	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement
42	154.902	R	Shavano Drive	Public Street	Full Movement
43	155.029	R	Shavano Drive	Public Street	Full Movement
44	155.1	R	Rodeway Inn	Private Driveway	Full Movement
45	155.127	R	Rodeway Inn	Private Driveway	Full Movement
46	155.177	R	Cam Del Rio	Public Street	Full Movement
47	155.202	L	US 50 Frontage Road	Public Street	Full Movement
48	155.202	R	South Frontage Road	Public Street	Full Movement
49	155.333	R	South Frontage Road	Public Street	Full Movement
50	155.54	R	Whitewater Park Access	Public Street	Full Movement
51	155.54	L	US 50 Frontage Road	Public Street	Full Movement
52	155.91	R	CR 38 / W Airport Rd	Public Street	Full Movement
53	155.91	L	US 50 North Frontage Road	Public Street	Full Movement
54	156.385	L	Rio Grande Ave/North Frontage Rd	Public Street	Full Movement
55	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
56	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
57	156.385	R	Rio Grande Ave/ South Frontage Rd	Public Street	Full Movement
58	156.385	R	Rio Grande/South Frontage Rd South Leg	Public Street	Full Movement
59	156.385	R	Rio Grande/South Frontage Rd East Leg	Public Street	Full Movement
60	156.385	R	Rio Grande/South Frontage Rd North Leg	Public Street	Full Movement
61	156.448	L	Reed St/ North Frontage Rd	Public Street	Full Movement
62	156.448	L	Reed St/North Frontage Rd South Leg	Public Street	Full Movement
63	156.448	L	Reed St/North Frontage Rd West Leg	Public Street	Full Movement
64	156.448	L	Reed St/North Frontage Rd North Leg	Public Street	Full Movement
65	156.448	R	W Bidwell Ave/South Frontage Rd	Public Street	Full Movement
66	156.448	R	Bidwell Ave/North Frontage Rd South Leg	Public Street	Full Movement
67	156.448	R	Bidwell Ave/North Frontage Rd West Leg	Public Street	Full Movement
68	156.448	R	Bidwell Ave/North Frontage Rd North Leg	Public Street	Full Movement
69	156.665	L	Gunnison Ave/North Frontage Rd	Public Street	Full Movement
70	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
71	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
72	156.665	R	Gunnison Ave/South Frontage Rd	Public Street	Full Movement
73	156.665	R	Gunnison Ave/South Frontage Rd South Leg	Public Street	Full Movement
74	156.665	R	Gunnison Ave/South Frontage Rd East Leg	Public Street	Full Movement
75	156.665	R	Gunnison Ave/South Frontage Rd North Leg	Public Street	Full Movement
76	156.775	L	W New York Avenue	Public Street	Signalized
77	156.775	R	W New York Avenue	Public Street	Signalized
78	156.775	R	W US HWY 50 Frontage Rd	Public Street	Full Movement
79	156.873	L	W Tomichi Ave	Public Street	3/4 NLTO
80	156.831	L	W Tomichi Ave Slip Lane	Public Street	Right Out Only
81	156.873	R	S 10th Street	Public Street	Full Movement

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
82	156.873	R	S 10th Street Business Access	Public Street	Full Movement
83	156.873	L	N 10th Street	Public Street	Full Movement
84	156.895	R	Conoco Gas Station/Convenience Store	Business Entrance	Full Movement
85	156.885	L	Ace Hardware	Business Entrance	Full Movement
86	156.907	R	Alley	Public Street	Full Movement
87	156.907	L	Alley	Public Street	Full Movement
88	156.914	R	Mountain West Financial Services	Business Entrance	Full Movement
89	156.918	L	Pie-Zan's Restaurant	Business Entrance	Full Movement
90	156.943	R	S 11th Street	Public Street	Full Movement
91	156.943	L	N 11th Street	Public Street	Full Movement
92	156.951	R	Sportsman's Liquor	Business Entrance	Full Movement
93	156.958	R	Alley	Public Street	Full Movement
94	156.958	L	Alley	Public Street	Full Movement
95	156.961	R	Scenic River Tours	Business Entrance	Full Movement
96	156.968	R	Scenic River Tours	Business Entrance	Full Movement
97	156.965	L	JC Services Auto Repair	Business Entrance	Full Movement
98	156.975	R	S 12th Street	Public Street	Full Movement
99	156.975	L	N 12th Street	Public Street	Full Movement
100	156.997	R	Love's Gas Station/Country Store	Business Entrance	Full Movement
101	157.005	R	Alley	Public Street	Full Movement
102	157.005	L	Alley	Public Street	Full Movement
103	157.015	R	Gunnison Liquor Store	Business Entrance	Full Movement
104	157.015	L	J&K Services Inc Driveway	Business Entrance	Full Movement
105	157.04	R	S Boulevard Street	Public Street	Full Movement
106	157.04	L	Boulevard Street	Public Street	Full Movement
107	157.062	R	Berfield's Stage Stop	Business Entrance	Full Movement
108	157.076	R	Alley	Public Street	Full Movement
109	157.076	L	Alley	Public Street	Full Movement
110	157.081	L	Gunnison Auto & Performance	Business Entrance	Full Movement
111	157.096	L	Gunnison Auto & Performance	Business Entrance	Full Movement
112	157.11	R	S 14th Street	Public Street	Full Movement
113	157.11	L	N 14th Street	Public Street	Full Movement
114	157.123	L	Standard Tire & Services Center	Business Entrance	Full Movement
115	157.136	L	Standard Tire & Services Center	Business Entrance	Full Movement
116	157.144	R	Alley	Public Street	Full Movement
117	157.144	L	Alley	Public Street	Full Movement
118	157.153	R	Alpine Lumber	Business Entrance	Full Movement
119	157.154	L	NAPA Auto Parts	Business Entrance	Full Movement
120	157.164	L	NAPA Auto Parts	Business Entrance	Full Movement
121	157.181	R	S Spruce Street	Public Street	Signalized
122	157.181	L	Spruce Street	Public Street	Signalized
123	157.205	R	Safeway	Business Entrance	Full Movement
124	157.216	R	Safeway/Alley	Business Entrance	Full Movement
125	157.216	L	Alley	Public Street	Full Movement
126	157.252	R	S Pine Street	Public Street	Full Movement
127	157.252	L	N Pine Street	Public Street	Full Movement
128	157.287	R	Alley	Public Street	Full Movement
129	157.287	L	Gunnison Bank & Trust/Alley	Business Entrance	Full Movement
130	157.297	L	OffCenter DeSIGNS	Business Entrance	Full Movement
131	157.322	R	S Wisconsin Street	Public Street	Full Movement
132	157.322	L	N Wisconsin Street	Public Street	Full Movement
133	157.358	R	Alley	Public Street	Full Movement
134	157.358	L	Alley	Public Street	Full Movement
135	157.394	R	S Main St (CO 135)	Public Street	Signalized
136	157.394	L	N Main St (CO 135)	Public Street	Signalized

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
137	0.076	R	E Virginia Avenue	Public Street	Signalized
138	0.076	L	W Virginia Avenue	Public Street	Signalized
139	0.153	R	E Georgia Avenue	Public Street	Full Movement
140	0.153	L	W Georgia Avenue	Public Street	Full Movement
141	0.227	R	Ohio Avenue	Public Street	Full Movement
142	0.227	L	W Ohio Avenue	Public Street	Full Movement
143	0.247	R	Field Access	Private Driveway	Full Movement
144	0.253	L	Home Driveway	Private Driveway	Full Movement
145	0.3	R	E Gothic Avenue	Public Street	Full Movement
146	0.3	L	W Gothic Avenue	Public Street	Full Movement
147	0.327	L	Home Driveway	Private Driveway	Full Movement
148	0.325	R	Gunnison County Abstract Company	Business Entrance	Full Movement
149	0.347	L	Home Driveway	Private Driveway	Full Movement
150	0.378	R	E Ruby Avenue	Public Street	Full Movement
151	0.378	L	W Ruby Avenue	Public Street	Full Movement
152	0.42	R	Telluride Maid	Business Entrance	Full Movement
153	0.433	R	Telluride Maid	Business Entrance	Full Movement
154	0.433	L	Home Driveway	Private Driveway	Full Movement
155	0.454	R	E Denver Avenue	Public Street	Signalized
156	0.454	L	W Denver Avenue	Public Street	Signalized
157	0.489	R	The Coffee Trader	Business Entrance	Full Movement
158	0.489	L	Church Driveway	Business Entrance	Full Movement
159	0.54	L	Kooler Garage Doors	Business Entrance	Full Movement
160	0.571	L	Gunnison 24/7 Gym	Business Entrance	Full Movement
161	0.583	R	City Market Entrance	Public Street	Full Movement
162	0.583	L	San Juan Strains	Business Entrance	Full Movement
163	0.603	L	Car Wash	Business Entrance	Full Movement
164	0.611	L	High Mountain Liquor	Business Entrance	Full Movement
165	0.628	L	High Mountain Liquor	Business Entrance	Full Movement
166	0.633	L	Café Silvestre	Business Entrance	Full Movement
167	0.65	L	Powerstop	Business Entrance	Full Movement
168	0.666	L	Powerstop	Business Entrance	Full Movement
169	0.68	L	W Elizabeth Avenue	Public Street	Full Movement
170	0.74	R	Spencer Avenue	Public Street	Signalized
171	0.74	L	Spencer Avenue	Public Street	Signalized
172	0.796	L	Back at the Ranch Furniture	Business Entrance	Full Movement
173	0.864	R	Car Dealership?	Business Entrance	Full Movement
174	0.922	R	Colorado St	Public Street	Full Movement
175	0.922	L	Van Tuyl Circle	Public Street	Full Movement
176	0.99	R	Field Access	Private Driveway	Full Movement
177	1	R	Gunnison Secure Storage (shared access)	Business Entrance	Full Movement
178	1	L	CR 13A	Public Street	Full Movement
179	1.029	R	Rocky Mountain Christian Ministries	Business Entrance	Full Movement
180a	1.094	R	Clark Boulevard	Public Street	Full Movement
180b	1.106	R	Clark Boulevard	Public Street	Full Movement
181	1.094	L	Colorado State University Driveway	Private Driveway	Full Movement
182	1.153	R	Home Driveway	Private Driveway	Full Movement
183	1.186	R	Home Driveway	Private Driveway	Full Movement
183a	1.229	R	Home Driveway	Private Driveway	Full Movement
183b	1.249	R	Home Driveway	Private Driveway	Full Movement
184	1.277	R	East Frontage Road	Public Street	Full Movement
185	1.392	L	Home Driveway	Private Driveway	Full Movement
186	1.398	R	Field Access	Private Driveway	Full Movement
187	1.445	L	Home Driveway	Private Driveway	Full Movement
188	1.462	R	Amerigas Propane	Business Entrance	Full Movement
189	1.55	R	East Frontage Road	Public Street	Full Movement
190	1.586	L	Home Driveway	Private Driveway	Full Movement
191	1.764	R	Henry's Radio & TV	Business Entrance	Full Movement
192	1.764	L	Discount Storage	Business Entrance	Full Movement
193	1.812	R	Home Driveway	Private Driveway	Full Movement
194	1.832	L	Field Access	Private Driveway	Full Movement
195	1.85	R	Home Driveway	Private Driveway	Full Movement
196	1.876	R	Home Driveway	Private Driveway	Full Movement
197	1.88	L	Field Access	Private Driveway	Full Movement
198	1.905	R	Driveway	Private Driveway	Full Movement
199	2.02	R	Home Driveway	Private Driveway	Full Movement
200	2.049	R	Home Driveway	Private Driveway	Full Movement
201	2.078	R	Home Driveway	Private Driveway	Full Movement
202	2.083	R	Field Access	Private Driveway	Full Movement
203	2.081	L	Driveway	Private Driveway	Full Movement
204	2.32	R	Field Access	Private Driveway	Full Movement
205	2.322	L	Field Access	Private Driveway	Full Movement
206	2.331	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
207	2.419	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement
208	2.419	L	Riverwalk Drive	Public Street	Full Movement
209	2.462	R	CR 11	Public Street	Full Movement
210	2.515	R	Home Driveway	Private Driveway	Full Movement
211	2.675	R	Home Driveway	Private Driveway	Full Movement
212	2.734	L	Apache Road	Public Street	Full Movement
213	2.73	R	Home Driveway	Private Driveway	Full Movement
214	2.756	R	Garlic Mike's	Business Entrance	Full Movement
215	2.847	R	Shady Island River Park Parking Lot	Public Street	Full Movement
216	2.847	L	Arapahoe Road	Public Street	Full Movement
217	2.94	R	Olden Lane	Public Street	Full Movement
218	2.981	R	Home Driveway	Private Driveway	Full Movement
219	2.996	L	Old Hwy 135/Chinook Trail	Public Street	Full Movement
220	2.998	R	Home Driveway	Private Driveway	Full Movement
221	3.075	R	Home Driveway	Private Driveway	Full Movement
222	3.128	R	Field Access	Private Driveway	Full Movement
223	3.432	L	CR 730	Public Street	Full Movement
224	3.547	R	Field Access	Private Driveway	Full Movement
225	3.547	L	Access to Field	Private Driveway	Full Movement
226	3.707	R	Home Driveway	Private Driveway	Full Movement
227	3.737	R	Home Driveway	Private Driveway	Full Movement
228	3.78	L	Field Access	Private Driveway	Full Movement
229	3.852	R	Field Access	Private Driveway	Full Movement
230	3.867	R	Field Access	Private Driveway	Full Movement
231	3.908	L	Field Access	Private Driveway	Full Movement
232	4.035	R	Home Driveway	Private Driveway	Full Movement
233	4.035	L	Field Access	Private Driveway	Full Movement
234	4.183	L	Field Access	Private Driveway	Full Movement
235	4.398	R	Field Access	Private Driveway	Full Movement
236	4.398	L	Field Access	Private Driveway	Full Movement
237	4.535	L	Field Access	Private Driveway	Full Movement
238	4.648	R	Field Access	Private Driveway	Full Movement
239	4.648	L	Field Access	Private Driveway	Full Movement
240	4.737	R	Driveway	Private Driveway	Full Movement
241	4.908	R	Field Access	Private Driveway	Full Movement
242	4.908	L	Field Access	Private Driveway	Full Movement
243	5.169	R	Field Access	Private Driveway	Full Movement
244	5.183	L	Field Access	Private Driveway	Full Movement
245	5.288	R	Driveway	Private Driveway	Full Movement
246	5.288	L	Field Access	Private Driveway	Full Movement
247	5.479	L	Field Access	Private Driveway	Full Movement
248	5.489	R	Home Driveway	Private Driveway	Full Movement
249	5.524	L	Home Driveway	Private Driveway	Full Movement
250	5.588	R	Home Driveway	Private Driveway	Full Movement
251	5.699	L	Home Driveway	Private Driveway	Full Movement
252	5.88	R	CR 10	Public Street	Full Movement
253	5.88	L	Field Access	Private Driveway	Full Movement
254	6.047	L	CR 8	Public Street	Full Movement
255	6.063	R	Field Access	Private Driveway	Full Movement

Appendix C - Crash History

EXHIBIT A
Access Study

mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
151	7/13/2020	1520	INJ	ON	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	65	SIDESWIPE (OPPOSITE DIRECTION)	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT	W	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
151	5/23/2020	1745	INJ	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	65	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	60	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.1	10/13/2019	2245	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN W/TRA	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	65	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.5	6/10/2018	2135	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.6	7/3/2016	225	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	WET	DARK-UNLIGHTED	RAIN	65	EMBANKMENT CUT/FILL SLOPE	W	SUV	ALCOHOL INVOLVED	EVADING LAW ENFORCEM	UK	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED	-	
151.7	2/8/2017	700	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-GRADE	SLUSHY	DAYLIGHT	NONE	65	EMBANKMENT CUT/FILL SLOPE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.8	2/16/2017	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.8	5/25/2019	2010	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAWN OR DUSK	NONE	65	OTHER FIXED OBJECT	E	SUV	ALCOHOL INVOLVED	UNKNOWN	65	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
152	2/17/2016	1010	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	65	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
152	7/26/2016	1109	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAYLIGHT	NONE	45	EMBANKMENT CUT/FILL SLOPE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	CHANGING LANES			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
152.11	11/8/2016	1730	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	SLOWING			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.2	9/26/2016	1930	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.5	8/11/2016	2145	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.8	4/2/2016	700	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
153.8	10/12/2016	1912	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.9	10/7/2020	530	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	DOMESTIC ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
153.96	8/21/2020	1445	INJ	ON	AT DRIVEWAY ACCESS	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTAKING TURN	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	MAKING LEFT TURN
154	7/3/2020	1455	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	50	SIDESWIPE (OPPOSITE DIRECTION)	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	50	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	50	GOING STRAIGHT
154	8/5/2016	2310	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.02	2/8/2017	643	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	ICY	DAWN OR DUSK	NONE	50	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	25	GOING STRAIGHT	E	SUV	NO IMPAIRMENT SU	UNKNOWN	60	OTHER
154.07	10/24/2017	1530	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	35	FENCE	W	SUV	ALCOHOL INVOLVED	UNKNOWN	15	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.1	8/12/2018	835	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	50	TREE/SHRUBBERY	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.1	1/14/2016	1500	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	EMBANKMENT CUT/FILL SLOPE	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	OTHER			NO IMPAIRMENT SU	SUSPECTED		
154.1	4/28/2016	1745	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	OTHER FIXED OBJECT	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	AVOIDING OBJECT/VEHI			NO IMPAIRMENT SU	SUSPECTED		
154.2	8/6/2019	1305	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	TREE/SHRUBBERY	E	SUV	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.3	10/5/2020	650	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	50	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
154.6	10/7/2017	2130	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.9	4/1/2019	1545	INJ	OFF RIGHT	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	50	BICYCLE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	WEAVING	E	BICYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
154.95	10/16/2018	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	50	WILD ANIMAL	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155	8/16/2020	1345	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	SLOWING	W	SUV	NO IMPAIRMENT SU	DRIVER INEXPERIENCE	0	STOPPED IN TRAFFIC
155	11/27/2020	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
155	3/6/2019	2020	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DARK-UNLIGHTED	DW/SLEET/H	50	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.02	11/21/2017	1735	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	50	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.1	9/23/2016	1926	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	50	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.4	3/25/2019	1911	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	45	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.5	12/19/2019	2058	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	INVOLVING OTHER OBJECT	E	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.54	6/2/2020	1730	INJ	OFF LEFT	AT INTERSECTION	1	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	EMBANKMENT CUT/FILL SLOPE	N	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	25	WEAVING			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.6	8/13/2020	2200	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
155.7	3/19/2018	1340	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	SIDESWIPE (SAME DIRECTION)	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	15	MAKING RIGHT TURN
155.76	10/19/2016	740	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	40	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	20	OTHER	W	PASSENGER CAR/VAN	ALCOHOL INVOLVED	NO APPARENT CONTRIB	45	GOING STRAIGHT
155.8	10/9/2019	225	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	GUARD RAIL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER FATIGUE	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.8	7/20/2018	650	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	SIDESWIPE (SAME DIRECTION)	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT	E	HIT & RUN - UNKNOV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
155.8	12/21/2020	1040	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	OVERTAKING TURN	W	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	35	PASSING	W	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	MAKING LEFT TURN
155.8	5/23/2019	1615	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	2/26/2017	930	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	4/11/2019	1545	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	GUARD RAIL	W	SUV	ALCOHOL INVOLVED	UNKNOWN	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	8/5/2016	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	45	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	7/4/2019	2210	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	EMBANKMENT CUT/FILL SLOPE	NW	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	20	MAKING LEFT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.91	3/10/2017	900	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	REAR-END	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	DRIVER PREOCCUPIED	0	STOPPED IN TRAFFIC
155.99	5/30/2016	1210	PDO	OFF LEFT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	TREE/SHRUBBERY	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	45	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
156.21	10/13/2018	1420	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	40	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
156.38	10/27/2020	825	PDO	ON	AT INTERSECTION	2	UNKNOWN	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	UK	UNKNOWN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	UNKNOWN	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
156.4	11/5/2016	420	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DARK-UNLIGHTED	RAIN	65	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	65	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.43	10/25/2019	0	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	35	REAR-END	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	40	GOING STRAIGHT	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	UNKNOWN	35	GOING STRAIGHT
156.44	7/2/2019	1521	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
156.44	12/29/2017	1546	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
156.45	6/26/2017	1306	PDO	ON	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (OPPOSITE DIRECTION)	N	HIT & RUN - UNKNOWN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	WRONG WAY	S	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.5	3/7/2020	1336	INJ	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	TREE/SHRUBBERY	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.62	12/4/2019	0	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	35	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.66	9/26/2018	2030	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	40	BROADSIDE	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DISTRACTED BY PASSENG	10	GOING STRAIGHT	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	DRIVER INEXPERIENCE	65	GOING STRAIGHT
156.66	9/13/2018	2105	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	35	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.77	11/5/2018	0	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.77	11/18/2016	1619	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	UK	BROADSIDE	SW	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.86	4/19/2016	950	PDO	ON	AT INTERSECTION	2	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	35	APPROACH TURN	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
156.87	6/29/2016	1125	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	SW	MOTOR HOME	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
156.87	8/16/2016	1145	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	SIGN	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.87	11/29/2017	1341	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	APPROACH TURN	E	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.87	1/8/2017	1545	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	DW/SLEET/H	35	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	25	MAKING LEFT TURN	W	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
156.87	11/27/2017	1933	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	UK	APPROACH TURN	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.88	5/19/2018	1513	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	DRIVER INEXPERIENCE	UK	GOING STRAIGHT

EXHIBIT A
Access Study

mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
156.94	1/5/2017	1	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	)W/SLEET/H	UK	SIDESWIPE (SAME DIRECTION)	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	CHANGING LANES	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.94	12/4/2018	1000	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	GOING STRAIGHT	E	TRUCK GVW > 10K/B	NO IMPAIRMENT SU	NO APPARENT CONTRIB	35	GOING STRAIGHT
156.94	1/16/2016	1011	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	35	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
156.94	1/11/2017	1101	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.94	12/19/2018	1200	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	)W/SLEET/H	UK	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.94	7/17/2018	1531	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING RIGHT TURN	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING RIGHT TURN
156.94	8/23/2016	1545	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.95	2/9/2019	0	PDO	OFF LEFT	AT INTERSECTION	1	CURVE ON-LEVEL	ICY	DARK-UNLIGHTED	NONE	30	EMBANKMENT CUT/FILL SLOPE	SW	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	25	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.96	12/14/2020	1900	PDO	ON	INTERSECTION RELATED	2	UNKNOWN	SNOWY	DARK-LIGHTED	UNKNOWN	25	SIDESWIPE (SAME DIRECTION)	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING RIGHT TURN
156.97	9/18/2018	1810	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	10	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
156.98	12/28/2017	0	PDO	)FF IN MEDIA	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	ICY	DAYLIGHT	NONE	35	SIDESWIPE (OPPOSITE DIRECTION)	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	GOING STRAIGHT
157	6/17/2016	728	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING RIGHT TURN	E	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157	2/18/2019	1130	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157	7/8/2016	1530	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157	7/12/2017	1552	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157	9/16/2017	1643	INJ	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	APPROACH TURN	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	E	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.04	7/31/2019	1050	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	REAR-END	W	PICKUP TRUCK/UTILITY VAN W/TRA	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBUTING FACT		STOPPED IN TRAFFIC	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.04	12/29/2019	1758	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DARK-UNLIGHTED	NONE	UK	BROADSIDE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.1	1/7/2019	830	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	)W/SLEET/H	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.11	12/17/2019	800	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	35	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	10	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	MAKING U-TURN
157.11	10/9/2020	1051	PDO	ON	NON-INTERSECTION	2	UNKNOWN	DRY	DAYLIGHT	NONE	25	PARKED MOTOR VEHICLE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	5	ENTERING/LEAVING PAR	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
157.17	3/14/2017	750	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.18	6/12/2018	1200	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	APPROACH TURN	E	PASSENGER CAR/VAN	RX/MEDICATION/DRUGS	DRIVER PREOCCUPIED	10	MAKING LEFT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
157.18	9/9/2020	1230	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	)W/SLEET/H	30	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	5	GOING STRAIGHT	S	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.18	11/24/2018	1759	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DARK-UNLIGHTED	)W/SLEET/H	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.18	6/23/2020	1855	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	UNKNOWN	UK	GOING STRAIGHT
157.19	3/22/2019	1313	PDO	OFF RIGHT	AT DRIVEWAY ACCESS	1	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	UK	LIGHT/UTILITY POLE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
157.2	9/13/2017	1000	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.21	1/19/2016	1	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY ROAD T	DAYLIGHT	NONE	30	APPROACH TURN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	10	MAKING LEFT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
157.25	10/28/2016	1410	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	BACKING	UK	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.25	6/4/2019	1550	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	1	MAKING RIGHT TURN	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING RIGHT TURN
157.3	12/6/2016	1250	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	PARKED MOTOR VEHICLE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	UK	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.32	7/31/2017	1238	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	BICYCLE	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	31	GOING STRAIGHT	N	BICYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.32	6/20/2017	1652	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	NW	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	UK	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.32	10/30/2018	2126	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DARK-LIGHTED	RAIN	35	LIGHT/UTILITY POLE	E	PICKUP TRUCK/UTILITY VAN W/TRA	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	UK	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
157.32	7/6/2018	2133	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	UK	BICYCLE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	N	BICYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.35	12/17/2016	1244	PDO	OFF RIGHT	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NONE	25	PARKED MOTOR VEHICLE	E	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	E	UNKNOWN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.35	7/17/2020	1649	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	5	REAR-END	E	MOTOR HOME	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	35	STOPPED IN TRAFFIC
157.38	6/11/2020	1345	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	ENTERING/LEAVING PAR	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	6/2/2020	0	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	UNKNOWN	UK	SIDESWIPE (SAME DIRECTION)	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.39	10/24/2017	825	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	SIDESWIPE (SAME DIRECTION)	S	TRUCK GVW > 10K/BUSSES > 15 PEC	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	3	AVOIDING OBJECT/VEHI	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	6/27/2019	830	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.39	6/1/2018	915	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PEDESTRIAN	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING RIGHT TURN	UK	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
157.39	10/25/2020	916	PDO	ON	AT INTERSECTION	1	UNKNOWN	DRY	DAYLIGHT	WIND	25	PEDESTRIAN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	10	MAKING RIGHT TURN			NO IMPAIRMENT SUSPECTED			
157.39	1/16/2016	924	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	APPROACH TURN	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	ENTER/LEAVE PARKED
157.39	7/21/2017	1055	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	BROADSIDE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.39	11/9/2020	1225	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	)W/SLEET/H	25	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
157.39	4/19/2016	1314	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	WILD ANIMAL	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
157.39	7/23/2018	1515	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	9/18/2018	1758	PDO	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	6/26/2018	1904	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	SIDESWIPE (SAME DIRECTION)	W	SUV	NO IMPAIRMENT SUSPEC	DISTRACTED BY PASSENG	10	MAKING RIGHT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	8	MAKING RIGHT TURN
157.4	6/6/2018	1000	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	OVERTAKING TURN	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	E	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.45	11/17/2016	1723	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DARK-LIGHTED	)W/SLEET/H	35	PEDESTRIAN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT	N	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.46	10/26/2020	840	PDO	ON	UNKNOWN	2	UNKNOWN	ICY	DAYLIGHT	UNKNOWN	UK	UNKNOWN	UK	UNKNOWN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	UNKNOWN	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
157.46	7/8/2018	1215	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.46	9/28/2018	1310	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	UNKNOWN	0	STOPPED IN TRAFFIC
157.46	9/28/2018	1310	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	UNKNOWN	0	STOPPED IN TRAFFIC
157.46	11/5/2018	1350	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.53	3/6/2019	826	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	)W/SLEET/H	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	S	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.54	9/22/2017	1315	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.6	2/19/2019	700	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	)W/SLEET/H	UK	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.6	9/16/2016	2054	PDO	OFF RIGHT	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	PARKED MOTOR VEHICLE	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	UK	GOING STRAIGHT	UK	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.6	1/8/2017	2059	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DARK-UNLIGHTED	)W/SLEET/H	UK	APPROACH TURN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.67	3/7/2016	2029	INJ	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	35	LIGHT/UTILITY POLE	E	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	35	OTHER			NO IMPAIRMENT SUSPECTED			
157.73	9/18/2018	1638	PDO	ON	IN ALLEY	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	APPROACH TURN	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.88	11/7/2018	903	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	SLOWING	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.89	7/4/2016	1715	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	LIGHT/UTILITY POLE	NW	TRUCK GVW > 10K/BUSSES > 15 PEC	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
157.91	1/8/2017	1525	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	)W/SLEET/H	35	APPROACH TURN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	25	MAKING LEFT TURN		PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
157.95	6/16/2018	1154	INJ	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	WET	DAYLIGHT	RAIN	35	REAR-END	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	0	STOPPED IN TRAFFIC	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	8	SLOWING

EXHIBIT A
Access Study

mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
0.02	2/10/2018	1705	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NOW/SLEET/HA	25	PARKED MOTOR VEHICLE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	20	OTHER	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
1.00	1/18/2019	700	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	SNOWY	DAWN OR DUSK	NOW/SLEET/HA	40	SIDESWIPE (SAME DIRECTION)	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	CHANGING LANES	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	GOING STRAIGHT
1.60	9/15/2020	2000	INJ	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	REAR-END	N	SUV	ALCOHOL INVOLVED	UNKNOWN	55	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	5	OTHER
1.90	7/16/2019	955	INJ	OFF RIGHT	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	PEDESTRIAN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	5	BACKING	UK	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
2.10	8/15/2017	1349	INJ	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	REAR-END	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	55	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
2.30	9/22/2016	820	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTAKING TURN	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING U-TURN	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
0.08	4/4/2018	727	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.08	5/10/2017	755	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	25	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.08	5/17/2019	840	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-GRADE	WET	DAYLIGHT	RAIN	25	SIDESWIPE (SAME DIRECTION)	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	OTHER	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
0.08	2/24/2016	1525	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	W	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
0.08	7/23/2018	1700	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	REAR-END	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	SLOWING	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
0.15	7/31/2017	825	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
0.15	2/9/2018	1205	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
0.15	2/17/2019	1250	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	NW	TRUCK GVW > 10K/BUSSES > 1	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING RIGHT TURN	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.15	11/15/2016	1540	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.15	11/25/2020	1653	PDO	ON	AT INTERSECTION	2	UNKNOWN	DRY	DAYLIGHT	NONE	25	APPROACH TURN	S	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	10	MAKING LEFT TURN	N	SUV	ALCOHOL INVOLVED	NO APPARENT CONTRIB	20	GOING STRAIGHT
0.38	8/16/2017	1740	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	30	PEDESTRIAN	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	30	GOING STRAIGHT	E	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.45	9/19/2016	722	INJ	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	UK	REAR-END	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.45	3/4/2019	819	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING RIGHT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
0.45	1/17/2016	1620	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	30	BROADSIDE	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.47	12/14/2017	804	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	SLOWING	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
0.55	8/15/2017	2015	INJ	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.60	9/12/2017	1615	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	MAKING LEFT TURN	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
0.74	10/30/2017	720	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	40	APPROACH TURN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER FATIGUE	45	MAKING LEFT TURN	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	37	GOING STRAIGHT
0.74	7/20/2016	1050	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
0.74	1/3/2020	1324	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	UK	BROADSIDE	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.74	7/6/2018	1813	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
1.20	1/6/2017	2155	PDO	ON	AT INTERSECTION	2	CURVE ON-LEVEL	ICY W/VIS IC	DARK-UNLIGHTED	NONE	55	SIDESWIPE (OPPOSITE DIRECTION)	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	35	GOING STRAIGHT
1.70	1/7/2018	1700	INJ	ON	AT INTERSECTION	2	CURVE ON-LEVEL	ICY	DAWN OR DUSK	NOW/SLEET/HA	55	SIDESWIPE (OPPOSITE DIRECTION)	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	SLOWING
2.40	7/6/2016	2050	PDO	OFF LEFT	AT INTERSECTION	1	CURVE ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	SIGN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.50	3/17/2016	1245	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIDESWIPE (SAME DIRECTION)	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	55	AVOIDING OBJECT/VEHI	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
3.50	1/18/2020	905	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	ICY W/VIS IC	DAYLIGHT	NONE	55	FENCE	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	PASSING			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
0.07	12/5/2016	1718	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	DRY	DARK-LIGHTED	NONE	25	REAR-END	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
0.45	6/13/2016	1710	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	WET	DAYLIGHT	RAIN	30	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	0	STOPPED IN TRAFFIC	E	PASSENGER CAR/VAN	NO IMPAIRMENT SU	DRIVER PREOCCUPIED	UK	SLOWING
0.60	1/5/2017	928	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NOW/SLEET/HA	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
0.60	5/1/2019	1910	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.62	8/13/2020	1730	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.75	11/16/2016	1529	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	S	PICKUP TRUCK/UTILITY VAN W	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.92	1/4/2017	812	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NOW/SLEET/HA	UK	BROADSIDE	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
1.28	6/10/2018	1515	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	20	REAR-END	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	BACKING	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
2.50	2/10/2018	1700	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	WET W/VIS	DAWN OR DUSK	NONE	55	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
2.60	8/11/2019	2104	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	PEDESTRIAN	E	OTHER - SEE REPORT	ALCOHOL INVOLVED	NO APPARENT CONTRIBU	UK	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	SLOWING
2.70	8/17/2018	930	PDO	OFF RIGHT	INTERSECTION RELATED	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	LARGE BOULDERS OR ROCKS	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER FATIGUE	55	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.96	8/10/2019	1645	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIDESWIPE (SAME DIRECTION)	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	55	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
2.96	7/27/2019	2125	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	REAR-END	N	PASSENGER CAR/VAN	ALCOHOL/DRUGS	UNKNOWN	70	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	50	GOING STRAIGHT
3.20	2/16/2016	625	PDO	ON	INTERSECTION RELATED	1	CURVE ON-GRADE	DRY	DAWN OR DUSK	NONE	55	DOMESTIC ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	SLOWING			NO IMPAIRMENT SUSPECTED			
7.00	12/27/2019	1238	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NOW/SLEET/HA	55	REAR-END	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
0.01	8/5/2016	1000	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	0	ENTERING/LEAVING PAR	UK	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.01	2/9/2019	2139	PDO	ON	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	PARKED MOTOR VEHICLE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	0	PARKED	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.07	1/15/2016	1208	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	30	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	BACKING	NW	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	15	GOING STRAIGHT
0.13	6/24/2017	900	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	PARKED MOTOR VEHICLE	S	MOTOR HOME	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	BACKING	UK	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.15	7/15/2020	0	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	NW	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	BACKING	E	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	STOPPED IN TRAFFIC
0.15	10/17/2016	1711	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	PARKED MOTOR VEHICLE	NW	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	3	ENTERING/LEAVING PAR	NW	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.15	6/5/2019	1715	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.15	2/20/2019	1735	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	ROAD MAINTENANCE EQUIPMENT	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	UK	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	BACKING
0.17	7/23/2020	1130	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
0.21	2/17/2020	725	PDO	OFF LEFT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	ICY	DAWN OR DUSK	NONE	UK	EMBANKMENT CUT/FILL SLOPE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
0.67	8/25/2017	2145	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-GRADE	DRY	DARK-UNLIGHTED	NONE	40	BICYCLE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	OTHER	N	BICYCLE	NO IMPAIRMENT SU	UNKNOWN	UK	GOING STRAIGHT
0.82	8/24/2018	935	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	N	OTHER - SEE REPORT	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	CHANGING LANES	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.92	10/19/2016	1918	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	UK	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.00	3/29/2016	1300	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	VEHICLE CARGO/DEBRIS	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
1.10	2/4/2018	359	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	30	EMBANKMENT CUT/FILL SLOPE	S	SUV	ALCOHOL INVOLVED	UNKNOWN	30	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.10	11/14/2017	1745	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.28	11/22/2016	1910	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	57	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.30	7/24/2016	1450	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	DELINEATOR POST	S	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			

EXHIBIT A
Access Study

mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
1.30	1/4/2019	1600	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.40	9/27/2019	1705	PDO	ON	NON-INTERSECTION	2	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	N	HIT & RUN - UNKNOWN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	50	GOING STRAIGHT
1.70	6/5/2018	100	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	TREE/SHRUBBERY	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.70	3/5/2018	155	INJ	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	DOMESTIC ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.90	3/13/2019	730	PDO	OFF RIGHT	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NOW/SLEET/HA	55	OTHER FIXED OBJECT	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	OTHER	N	PICKUP TRUCK/UTILITY	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
1.90	10/1/2016	1646	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTURNING	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	WEAVING			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.00	1/13/2020	1800	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.10	2/24/2016	1720	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.20	7/5/2018	2040	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.30	7/20/2016	2200	INJ	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.40	7/21/2018	1450	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DAYLIGHT	RAIN	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.40	10/6/2017	2050	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.80	7/22/2020	2340	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.86	1/21/2016	1755	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
3.00	8/26/2018	1930	PDO	ON	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
3.02	1/20/2016	1640	PDO	ON	NON-INTERSECTION	2	CURVE ON-LEVEL	ICY	DAYLIGHT	NOW/SLEET/HA	55	HEAD-ON	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	50	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	45	GOING STRAIGHT
3.20	9/15/2019	948	INJ	ON	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAYLIGHT	NONE	55	OVERTURNING	S	MOTORCYCLE	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	60	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
3.20	1/20/2016	1730	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DAWN OR DUSK	NOW/SLEET/HA	55	OVERTURNING	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	40	OTHER			NO IMPAIRMENT SUSPECTED			
3.50	11/4/2020	1914	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
4.20	9/14/2017	2035	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	WET	DARK-UNLIGHTED	RAIN	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.40	9/9/2019	640	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	GUARD RAIL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.40	10/16/2017	1417	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	FENCE	S	SUV	NO IMPAIRMENT SUSPEC	ILLNESS	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.60	9/16/2017	312	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.70	1/9/2020	2120	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	SNOWY	DARK-UNLIGHTED	NOW/SLEET/HA	55	DELINEATOR POST	S	TRUCK GVW > 10K/BUSSES > 1	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.80	7/31/2019	1615	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	TREE/SHRUBBERY	S	PICKUP TRUCK/UTILITY VAN W	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.98	9/28/2016	810	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.10	10/27/2018	1900	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.20	7/30/2018	1215	INJ	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTURNING	S	SUV	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.20	5/4/2017	2025	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	51	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.50	12/19/2017	800	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.50	10/11/2016	1530	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIDESWIPE (SAME DIRECTION)	S	PASSENGER CAR/VAN	ALCOHOL/DRUGS	UNKNOWN	70	PASSING	S	PICKUP TRUCK/UTILITY	NO IMPAIRMENT SU	NO APPARENT CONTRIB	60	GOING STRAIGHT
5.50	10/26/2018	1820	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.60	10/27/2016	630	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.80	10/17/2018	735	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.10	11/9/2019	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.20	4/10/2016	1445	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.20	12/12/2019	1710	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.40	4/15/2016	525	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	OVERTURNING	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.40	3/13/2019	1810	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DAYLIGHT	WIND	55	GUARD RAIL	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.40	2/28/2017	1840	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DAWN OR DUSK	NONE	55	EMBANKMENT CUT/FILL SLOPE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.45	12/14/2016	800	PDO	ON	NON-INTERSECTION	2	CURVE ON-GRADE	ICY	DAYLIGHT	NOW/SLEET/HA	55	SIDESWIPE (OPPOSITE DIRECTION)	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	40	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	AVOIDING OBJECT
6.50	11/8/2016	1500	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	AVOIDING OBJECT/VEHI			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.50	12/23/2019	1500	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIGN	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	60	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.50	12/22/2017	1755	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	SIGN	N	PASSENGER CAR/VAN	RX/MEDICATION/DRUGS	DRIVER INEXPERIENCE	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.50	11/9/2020	2025	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DARK-UNLIGHTED	NOW/SLEET/HA	55	OVERTURNING	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.60	3/7/2019	630	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY W/VIS IC	DARK-UNLIGHTED	NONE	55	EMBANKMENT CUT/FILL SLOPE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	45	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.70	1/17/2017	730	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-GRADE	ICY	DAYLIGHT	NONE	55	OVERTURNING	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.80	11/20/2017	1820	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.88	5/20/2016	2100	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.90	4/28/2019	645	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	WET	DAWN OR DUSK	RAIN	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	1/7/2018	700	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY W/VIS IC	DAYLIGHT	NONE	55	CONCRETE BARRIER	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	1/7/2017	1000	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY W/VIS IC	DAYLIGHT	NONE	55	GUARD RAIL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	12/4/2019	1710	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	10/11/2018	1820	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		

Appendix D - Intergovernmental Agreement

Appendix E - Access Control Plan Tables

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
1	151.225	L	CR 726	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #2) with potential for signalization. Access shall be realigned to reduce skew and line up with with Access #2.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
2	151.225	R	Cooper Ranch Trail Access	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #1) with potential for signalization. Access shall be realigned to reduce skew and line up with with Access #1.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	align south with north leg
3	151.835	R	Neversink Trail Access	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Accesses #4 and #5) with potential for signalization. Access #3 shall be realigned to reduce skew and line up with with Accesses #4 and #5	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	align south with north leg
4	151.857	L	Prosper Lane	Public Street	Full Movement	No Change	Combine Access #4 and #5 into one full movement intersection (aligned with new Access #3r) with adequate queueing distance from US 50 and potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
5	151.857	L	Phelps Ln	Public Street	Full Movement	No Change	Combine Access #4 and #5 into one full movement intersection (aligned with new Access #3r) with adequate queueing distance from US 50 and potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
6	152.029	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the east must be obtained/granted upon access change.	Temporary access until parcel to the east develops with local roadway connection
7	152.162	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
8	152.162	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the east must be obtained/granted upon access change.	cross parcel access/ local road connection
9	152.483	R	Home Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with Access #10) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
10	152.483	L	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with Access #9) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop. Cross access easement to 34507 W Hwy 50 Parcel #378700000092 to the west must be obtained upon access change.	
11	152.736	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
12	152.736	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	local road connection
13	152.994	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
14	152.994	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
15	153.008	R	CR 32	Public Street	Full Movement	Signal	Full movement intersection (aligned with new Access #18r) with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
16	153.076	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
17	153.11	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
18	153.108	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	Relocate to become 4th leg of CR 32/ local road connections
18a	153.105	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
18r	153.008	L	N/A	Private Driveway	New Access	Move/Realign	Full movement intersection (aligned with Access #15) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	Relocate to become 4th leg of CR 32/ local road connections
19	153.26	S	Access to Field	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
20	153.26	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
21	153.287	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate to 21R and allow 3/4 access with U-turn for NB to WB
21r	153.26	R	Phyllis Lane/Mesa Campground	Public Street	New Access	N/A	Three quarter movement (no left turn out)	When property redevelops, a public project is funded, or safety or operational issues develop. Access shall be aligned along the property line. Cross access easement to Spann Family Trust Parcel #378708000019 to the west must be obtained/granted upon access change.	
22	153.348	R	Mesa Campground	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
23	153.415	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement	No Change	Full movement intersection (aligned with new Access #24r) with potential for signalization. Roadway shall connect to Phyllis Ln and Access #21r.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	design for EB to WB U-turn movement
24	153.507	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate and align with 23 Phyllis Lane with new local roadway connection
24r	153.415	L	N/A	Private Driveway	New Access	N/A	Full movement intersection (aligned with Access #23) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop.	
25	153.705	R	Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief W A Junior Management Trust Parcel #378709000025 to the east AND Moncrief William Alvin III Trust, C/O W A Moncrief Jr Parcel #378708000001 to the west must be obtained/granted upon access change.	cross parcel access
26	153.706	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	cross parcel access
27	153.751	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
28	153.806	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Moncrief William Alvin III Trust Parcel #378709000024 to the east AND Besse Camille Parcel #378709000005 to the west must be obtained/granted upon access change.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
29	153.858	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with new Access #30r) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Moncrief W A Junior Management Trust Parcel #378709000025 to the west AND Moncrief C B Parcel #378709000011 to the east must be obtained/granted upon access change.	Use Access 28
30	154	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate to align with 29 and new local roadway connection
30r	153.858	L	US 50 Frontage Road	Public Street	New Access	Move/Realign	Full movement intersection (aligned with Access #29) with potential for signalization. Access #30 shall be realigned to reduce skew and line up with with Access #29 to create new Access #30r.	When property redevelops, a public project is funded, or safety or operational issues develop.	
31	154.101	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief C B Parcel #378709000011 to the east and west must be obtained upon access change.	Use Access 32
32	154.253	R	Home Driveway	Private Driveway	Full Movement	RIRO	Close. Property shall take access from existing public road connection to the east (Que Qua Ln, Access #35).	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief C B Parcel #378709000011 to the east and west must be obtained upon access change.	cross parcel access (temporary conditional access until cross-parcel access to Que Qua Lane established)
33	154.317	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross parcel access
34	154.478	L	US 50 Frontage Road Connection	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
35	154.562	R	Que Qua Lane	Public Street	Full Movement	No Change	Full movement intersection (aligned with new Access #37r) with potential for signalization. Access #35 shall be realigned to reduce skew and line up with new Access #37r.	When a public project is funded or safety or operational issues develop.	
36	154.568	R	Gunnison County Electric Association	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
37	154.583	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement	Close	Full movement intersection (aligned with Access #35) with potential for signalization. Access #37 shall be realigned to reduce skew and relocated to line up with Access #35 to create the new Access #37r.	When a public project is funded or safety or operational issues develop.	realign CR 18 and US 50 Frontage Road
37r	154.562	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement	N/A	Full movement intersection (aligned with Access #35) with potential for signalization. Access #37 shall be realigned to reduce skew and relocated to line up with Access #35 to create the new Access #37r.	When a public project is funded or safety or operational issues develop.	
38	154.593	R	Gunnison County Electric Association	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
39	154.632	R	Curecanti Drive	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop. Cross access easements to Que Qua Condominiums, Lakeside Townhomes Phase II, and Gunnison Hospitality Group LLC Parcel #378710000083 to the east must be obtained/granted upon access change.	
40	154.825	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Que Qua Condominiums and Lakeside Townhomes Phase II (Curecanti Dr) to the west and Shavano Dr to the east must be obtained/granted upon access change.	
41	154.86	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Que Qua Condominiums and Lakeside Townhomes Phase II (Curecanti Dr) to the west and Shavano Dr to the east must be obtained/granted upon access change.	
42	154.902	R	Shavano Drive	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop. Cross access easements to Gunnison Hospitality Group LLC Parcel #378710000083 to the west must be obtained/granted upon access change.	
43	155.029	R	Shavano Drive	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop.	
44	155.1	R	Rodeway Inn	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Rancho Kyriaki LLC Parcel #378710018002 and Iglesia Rios de Agua Viva de Gunnison Parcel #378710018001 to the east must be obtained upon access change.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
45	155.127	R	Rodeway Inn	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to SMCO Ventures LLC Parcel #378710018002 to the west and Rancho Kyriaki LLC Parcel #378710018002 to the east must be obtained upon access change.	
46	155.177	R	Cam Del Rio	Public Street	Full Movement	No Change	Full movement intersection with potential for signalization.	N/A	design for EB to WB U-turn movement
47	155.202	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
48	155.202	R	South Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
49	155.333	R	South Frontage Road	Public Street	Full Movement	3/4 NLTO	Three quarter movement (no left turn out)	When a public project is funded or safety or operational issues develop.	
50	155.54	R	Whitewater Park Access	Public Street	Full Movement	Close	Three quarter movement (no left turn out). Access #50 shall be realigned to reduce skew to create the new Access #50r.	When a public project is funded or safety or operational issues develop.	realign to west 200'
50r	155.527	R	Whitewater Park Access	Public Street	New Access	3/4 NLTO	Three quarter movement (no left turn out). Access #50 shall be realigned to reduce skew to create the new Access #50r.	When a public project is funded or safety or operational issues develop.	
51	155.54	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
52	155.91	R	CR 38 / W Airport Rd	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
53	155.91	L	US 50 North Frontage Road	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
54	156.385	L	Rio Grande Ave/North Frontage Rd	Public Street	Full Movement	RIRO	Right-in right-out. North Frontage Road connection to mainline US 50 shall become RIRO. Other access to Frontage Rd remains unchanged.	When a public project is funded or safety or operational issues develop.	
55	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Left/right North Frontage Road movements shall be maintained, but the connection to mainline US 50 shall be restricted to RIRO and through movement closed.	When a public project is funded or safety or operational issues develop.	
56	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	Close	North Frontage Road to the north to be closed.	When a public project is funded or safety or operational issues develop.	
57	156.385	R	Rio Grande Ave/ South Frontage Rd	Public Street	Full Movement	No Change	Full movement.	When a public project is funded or safety or operational issues develop.	
58	156.385	R	Rio Grande/South Frontage Rd South Leg	Public Street	Full Movement	Enter Only	Full movement. Implement one-way southbound condition on frontage road.	When a public project is funded or safety or operational issues develop.	
59	156.385	R	Rio Grande/South Frontage Rd East Leg	Public Street	Full Movement	No Change	Full movement. South Frontage Rd/Rio Grande intersection shall remain full movement.	When a public project is funded or safety or operational issues develop.	
60	156.385	R	Rio Grande/South Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. South Frontage Rd/Rio Grande intersection shall remain full movement.	When a public project is funded or safety or operational issues develop.	
61	156.448	L	Reed St/ North Frontage Rd	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
62	156.448	L	Reed St/North Frontage Rd South Leg	Public Street	Full Movement	Close	Close North Frontage Road	When a public project is funded or safety or operational issues develop.	
63	156.448	L	Reed St/North Frontage Rd West Leg	Public Street	Full Movement	No Change	Full movement. Reed St/US 50 shall remain full movement.	When a public project is funded or safety or operational issues develop.	
64	156.448	L	Reed St/North Frontage Rd North Leg	Public Street	Full Movement	Close	Close North Frontage Road	When a public project is funded or safety or operational issues develop.	
64r	156.57	L	Reed St/ North Frontage Rd	Public Street	New Access	N/A	Right-in right-out. Access to mainline US 50 shall be restricted to RIRO, but frontage road connections shall remain full movement. Access shall be aligned across from San Juan Ave.	When a public project is funded or safety or operational issues develop.	
65	156.448	R	W Bidwell Ave/South Frontage Rd	Public Street	Full Movement	Close	Close. Bidwell Ave/US 50 access shall close.	When a public project is funded or safety or operational issues develop.	
66	156.448	R	Bidwell Ave/North Frontage Rd South Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	
67	156.448	R	Bidwell Ave/North Frontage Rd West Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
68	156.448	R	Bidwell Ave/North Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	Evaluate typical section for road diet
69	156.665	L	Gunnison Ave/North Frontage Rd	Public Street	Full Movement	Close	Close. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
70	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Full movement. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
71	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Full movement. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
72	156.665	R	Gunnison Ave/South Frontage Rd	Public Street	Full Movement	Close	Close. South Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
73	156.665	R	Gunnison Ave/South Frontage Rd South Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
74	156.665	R	Gunnison Ave/South Frontage Rd East Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
75	156.665	R	Gunnison Ave/South Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
76	156.775	L	W New York Avenue	Public Street	Signalized	RIRO	Right-in right-out and removing the signal	When a public project is funded or safety or operational issues develop.	
77	156.775	R	W New York Avenue	Public Street	Signalized	RIRO	Right-in right-out. New York Ave/US 50 connection shall be restricted to right-in right out, but the connection to the South Frontage Rd shall be closed. Signal will be removed.	When a public project is funded or safety or operational issues develop.	
78	156.775	R	W US HWY 50 Frontage Rd	Public Street	Full Movement	Close	Close. South Frontage Rd/New York Ave connection shall be closed.	When a public project is funded or safety or operational issues develop.	
79	156.873	L	W Tomichi Ave	Public Street	3/4 NLTO	Close	Access #79 shall be closed and realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
79r	156.873	L	W Tomichi Ave	Public Street	New Access	N/A	Full access movement. Access #79 and #80 shall be realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
80	156.831	L	W Tomichi Ave Slip Lane	Public Street	Right Out Only	Close	Access #80 shall be closed and realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
81	156.873	R	S 10th Street	Public Street	Full Movement	No Change	The future condition of this intersection/access is unknown. This intersection will be designed at a later date.	When a public project is funded or safety or operational issues develop.	
82	156.873	R	S 10th Street Business Access	Public Street	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	
83	156.873	L	N 10th Street	Public Street	Full Movement	No Change	The future condition of this intersection/access is unknown. This intersection will be designed at a later date.	When a public project is funded or safety or operational issues develop.	
84	156.895	R	Conoco Gas Station/Convenience Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
85	156.885	L	Ace Hardware	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
86	156.907	R	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #87)	When a public project is funded or safety or operational issues develop.	
87	156.907	L	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #86)	When a public project is funded or safety or operational issues develop.	
88	156.914	R	Mountain West Financial Services	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
89	156.918	L	Pie-Zan's Restaurant	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
90	156.943	R	S 11th Street	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #91)	When a public project is funded or safety or operational issues develop.	future HAWK?
91	156.943	L	N 11th Street	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #90)	When a public project is funded or safety or operational issues develop.	future HAWK?
92	156.951	R	Sportsman's Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
93	156.958	R	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #94)	When a public project is funded or safety or operational issues develop.	
94	156.958	L	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #93)	When a public project is funded or safety or operational issues develop.	
95	156.961	R	Scenic River Tours	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
96	156.968	R	Scenic River Tours	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
97	156.965	L	JC Services Auto Repair	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
98	156.975	R	S 12th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
99	156.975	L	N 12th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
100	156.997	R	Love's Gas Station/Country Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
101	157.005	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
102	157.005	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
103	157.015	R	Gunnison Liquor Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
104	157.015	L	J&K Services Inc Driveway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
105	157.04	R	S Boulevard Street	Public Street	Full Movement	No Change	Full movement signalized intersection	When a public project is funded or safety or operational issues develop.	
106	157.04	L	Boulevard Street	Public Street	Full Movement	No Change	Full movement signalized intersection	When a public project is funded or safety or operational issues develop.	
107	157.062	R	Berfield's Stage Stop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
108	157.076	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
109	157.076	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
110	157.081	L	Gunnison Auto & Performance	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
111	157.096	L	Gunnison Auto & Performance	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
112	157.11	R	S 14th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
113	157.11	L	N 14th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
114	157.123	L	Standard Tire & Services Center	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
115	157.136	L	Standard Tire & Services Center	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
116	157.144	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
117	157.144	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
118	157.153	R	Alpine Lumber	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
119	157.154	L	NAPA Auto Parts	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
120	157.164	L	NAPA Auto Parts	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
121	157.181	R	S Spruce Street	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
122	157.181	L	Spruce Street	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
123	157.205	R	Safeway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
124	157.216	R	Safeway/Alley	Business Entrance	Full Movement	No Change	Full movement unsignalized intersection	When property redevelops or safety or operational issues develop.	
125	157.216	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
126	157.252	R	S Pine Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
127	157.252	L	N Pine Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
128	157.287	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
129	157.287	L	Gunnison Bank & Trust/Alley	Business Entrance	Full Movement	No Change	Full movement unsignalized intersection	When property redevelops or safety or operational issues develop.	
130	157.297	L	OffCenter DeSIGNS	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
131	157.322	R	S Wisconsin Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
132	157.322	L	N Wisconsin Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
133	157.358	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
134	157.358	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
135	157.394	R	S Main St (CO 135)	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
136	157.394	L	N Main St (CO 135)	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
137	0.076	R	E Virginia Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
138	0.076	L	W Virginia Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
139	0.153	R	E Georgia Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
140	0.153	L	W Georgia Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
141	0.227	R	Ohio Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	Potential HAWK/ Z median
142	0.227	L	W Ohio Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	Potential HAWK/ Z median
143	0.247	R	Field Access	Private Driveway	Full Movement	No Change	Full movement unsignalized intersection	N/A	future hotel development
144	0.253	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
145	0.3	R	E Gothic Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
146	0.3	L	W Gothic Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
147	0.327	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
148	0.325	R	Gunnison County Abstract Company	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
149	0.347	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
150	0.378	R	E Ruby Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
151	0.378	L	W Ruby Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
152	0.42	R	Telluride Maid	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
153	0.433	R	Telluride Maid	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
154	0.433	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
155	0.454	R	E Denver Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
156	0.454	L	W Denver Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
157	0.489	R	The Coffee Trader	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
158	0.489	L	Church Driveway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
159	0.54	L	Kooler Garage Doors	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
160	0.571	L	Gunnison 24/7 Gym	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
161	0.583	R	City Market Entrance	Public Street	Full Movement	3/4 NLTO	3/4 movement, no left turn from City Market	When property redevelops or safety or operational issues develop.	
162	0.583	L	San Juan Strains	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
163	0.603	L	Car Wash	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
164	0.611	L	High Mountain Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
165	0.628	L	High Mountain Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
166	0.633	L	Café Silvestre	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
167	0.65	L	Powerstop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
168	0.666	L	Powerstop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
169	0.68	L	W Elizabeth Avenue	Public Street	Full Movement	3/4 NLTO	3/4 movement, no left turn	When a public project is funded or safety or operational issues develop.	
170	0.74	R	Spencer Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
171	0.74	L	Spencer Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
172	0.796	L	Back at the Ranch Furniture	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
173	0.864	R	Car Dealership?	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
174	0.922	R	Colorado St	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
175	0.922	L	Van Tuyl Circle	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop.	
176	0.99	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
177	1	R	Gunnison Secure Storage (shared access)	Business Entrance	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	
178	1	L	CR 13A	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop.	
179	1.029	R	Rocky Mountain Christian Ministries	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
180a	1.094	R	Clark Boulevard	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop. If connection to Cactus Hill Dr is obtained, a full movement intersection without potential for signalization may be allowed.	
180b	1.106	R	Clark Boulevard	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
181	1.094	L	Colorado State University Driveway	Private Driveway	Full Movement	Close	Realign at #181r to align with #180a	N/A. Access already closed and realigned to line up with Clark Blvd (Access #180a).	already realigned with Clark Blvd
181r	1.094	L	Colorado State University Driveway	Private Driveway	New Access	No Change	Already moved to realign with #180a	N/A. Access already closed and realigned to line up with Clark Blvd (Access #180a).	already realigned with Clark Blvd
182	1.153	R	Home Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. Cross access easements to Steven O Cadwell Parcels #370125000035 and #370125000065 to the north must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183	1.186	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new Access #183r.	When property redevelops or safety or operational issues develop. Cross access easements to Ruth M Rose Parcel #370125000036 to the south must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183r	1.217	R	Home Driveway	Private Driveway	New Access	N/A	Full movement access to East Frontage Rd. East Frontage Rd shall be extended to this access point and ended with a cul-de-sac.	When property redevelops or safety or operational issues develop. Cross access easements to Ruth M Rose Parcel #370125000036 to the south must be obtained/granted upon access change.	
183a	1.229	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Lamberson Family LLC Parcel #370125000033 to the north must be obtainedgranted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183b	1.249	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Mark J Elich Parcel #370125000034 to the south must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
184	1.277	R	East Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
185	1.392	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new public road connection (CR 10 Extension) along the north property line.	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easement to TARPON TOWERS II LLC C/O BROWN SMITH WALLACE Parcel #370125000022 to the south must be obtained/granted upon access change.	
186	1.398	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
187	1.445	L	Home Driveway	Private Driveway	Full Movement	Move/Realign	Full movement intersection with potential for roundabout or signalization (aligned with Access #188r). Access #187 shall be realigned to reduce skew and line up with with new Access #188r	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easement to PESNELL O A JR Parcel #370125006005 to the north must be obtained/granted upon access change.	
188	1.462	R	Amerigas Propane	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. ROW must be dedicated for new public road connection (CR 10 Extension) upon redevelopment.	extend CR 10 through intersection to CR 13, future North Gateway Access
188r	1.454	R	CR 10 Extension and E Frontage Rd Access	Public Street	New Access	Move/Realign	Full movement (aligned with Access #187r). Access #188 shall be realigned to reduce skew and line up with with new Access #187r to create new Access #188r.	When a public project is funded or safety or operational issues develop.	
189	1.55	R	East Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
190	1.586	L	Home Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easements to PESNELL O A JR Parcel #370125006005 to the south and Centennial Storage Partners LLC Parcel #370125006008 must be obtained/granted upon access change.	future 3-mile annexation, local road connection

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191	1.764	R	Henry's Radio & TV	Business Entrance	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Roger P Johnson Parcel #370125000008 to the north must be obtained/granted upon access change.	explore shared driveway
192	1.764	L	Discount Storage	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to PESNELL O A JR Parcel #370125006005 to and Arthur Klinowski Parcel #370125006007 to the south and Gunnison Gateway LLC Parcel #370100000119 to the north must be obtained/granted upon access change.	future 3-mile annexation, local road connection
193	1.812	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Fredrick W Henry Parcel #370125000009 to the south must be obtained/granted upon access change.	explore shared driveway
194	1.832	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new public road along north property line (Access #197r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Centennial Storage Partners LLC Parcel #370125006008 to the south and Swiss Holding LLC Parcel #370100000184 to the north must be obtained/granted upon access change.	future 3-mile annexation, local road connection
195	1.85	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #198r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to USDA Forest Service Parcel #370125000006 to the north must be obtained/granted upon access change.	explore shared driveway
196	1.876	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #198r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to USDA Forest Service Parcel #370125000006 to the north must be obtained/granted upon access change.	explore shared driveway
197	1.88	L	Field Access	Private Driveway	Full Movement	No Change	Close. Property shall take access from new public road along north property line (Access #197r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Centennial Storage Partners LLC Parcel #370125006008 to the south and Swiss Holding LLC Parcel #370100000184 to the north must be obtained/granted upon access change.	relocate to align with 199
198	1.905	R	Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Seth Nienhueser Parcel #370125000007 to the south must be obtained/granted upon access change.	explore shared driveway
199	2.02	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to EVANS LESTER E JR Parcel #370125000002 to the north must be obtained/granted upon access change.	
200	2.049	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to EVANS LESTER E JR Parcel #370125000002 to the north must be obtained/granted upon access change.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
201	2.078	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Valley Collective LLC Parcel #370125000109 to the south and Jon Mark Campbell Parcel #370124008001 to the north must be obtained/granted upon access change.	
202	2.083	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop.	
202r	2.081	R	Home Driveway	Private Driveway	New Access	N/A	Realign at #202rr to align with #203		
203	2.081	L	Driveway	Private Driveway	Full Movement	No Change	No Change. Property will align with #202r	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Gunnison Gateway LLC Parcel #370100000119 to the south must be obtained/granted upon access change.	
204	2.32	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Jon Mark Campbell Parcel #370124008002 to the south and Bar Slash Bar Ranch LLLP Parcel #370125000109 to the north must be obtained/granted upon access change.	
205	2.322	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
206	2.331	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Bar Slash Bar Ranch LLLP Parcel #370124000068 to the south and BOTH Ski Town Village LLC Parcels to the north (#370124000077 and #370124000081) must be obtained/granted upon access change.	
207	2.419	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to BOTH Ski Town Village LLC Parcels to the south (#370124000044 and #370124000077) and Blue Horizon Gunnison LLC Parcel #370124000047 to the north must be obtained/granted upon access change.	cross parcel access
208	2.419	L	Riverwalk Drive	Public Street	Full Movement	Close	Close. Property shall take access from new Access #208r.	When a public project is funded or safety or operational issues develop.	
208r	2.462	L	Riverwalk Drive	Public Street	New Access	Move/Realign	Full movement intersection with potential for roundabout or signalization (aligned with Access #209). Access #208 shall be realigned to line up with with Access #209 to create new Access #208r.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
209	2.462	R	CR 11	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization (aligned with new Access #208r).	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
210	2.515	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
211	2.675	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to BOTH Chrishaven LLC C/O Mark Butterfield Parcels to the north (#370124000076 and #370124000026) must be obtained/granted upon access change.	cross parcel access

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
211r	2.734	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out	When property redevelops or safety or operational issues develop.	
212	2.734	L	Apache Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
213	2.73	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to the other Chrishaven LLC C/O Mark Butterfield Parcel #370124000076 and Mark E Kintz Parcel #370124000028 to the south, and Traci M Busse Parcel #370124000050 to the north must be obtained/granted upon access change.	cross parcel access
214	2.756	R	Garlic Mike's	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Chrishaven LLC C/O Mark Butterfield Parcel #370124000026 to the south and Gunnison County Board of Commissioners Parcel #370124000080 to the north must be obtained/granted upon access change.	cross parcel access
215	2.847	R	Shady Island River Park Parking Lot	Public Street	Full Movement	No Change	Full movement intersection	N/A	
216	2.847	L	Arapahoe Road	Public Street	Full Movement	No Change	Full movement intersection	N/A	
217	2.94	R	Olden Lane	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
218	2.981	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #220r).	When property redevelops or safety or operational issues develop. Cross access easement to Raymond G Rixford Parcel #370124000017 to the north must be obtained/granted upon access change (to Accesses #217 and #215).	cross-parcel access/ new local roadway connection to Olden Lane
219	2.996	L	Old Hwy 135/Chinook Trail	Public Street	Full Movement	3/4 NLTO	Chinook Trail becomes 3/4 access. Access to Old Hwy 135 is closed.	When a public project is funded or safety or operational issues develop.	cross-parcel access/ new local roadway connection to Olden Lane
220	2.998	R	Home Driveway	Private Driveway	Full Movement	No Change	No Change. Property will provide access to surrounding parcels.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Eli Murch Parcel #370124000052 to the south must be obtained/granted upon access change.	cross-parcel access/ new local roadway connection to Olden Lane
220r	2.99	R	New Shared Access	Private Driveway	RIRO	Move/Realign	Full Access to be aligned with #219	When property redevelops or safety or operational issues develop.	
221	3.075	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Wolf Ranch Parcel #370124000061 to the south and MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained/granted upon access change.	
221R	3.12	R	Field Access	Private Driveway	New Access	N/A	RIRO		
222	3.128	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection to Olden Lane
223	3.432	L	CR 730	Public Street	Full Movement	No Change	Full movement intersection. Old Hwy 135 must be realigned further west to allow more queueing depth.	When a public project is funded or safety or operational issues develop.	
224	3.547	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Toni M Todd Parcel #370124000014 to the south and 3734 Hwy 135 LLC Parcel #369900000137 to the north must be obtained upon access change (to Access #224r).	relocate to align with 223
224r	3.432	R	New Public Road	Public Street	New Access	N/A	Full movement intersection	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
225	3.547	L	Access to Field	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Bar Slash Bar Ranch LLLP Parcel #369900000045 and Melinda Davis Parcel #369900000066 to the north must be obtained upon access change (to Access #223).	
226	3.707	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained upon access change (to Accesses #224r and #229).	cross-parcel access/ new local roadway connection
226r	3.722	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
227	3.737	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained upon access change (to Accesses #224r and #229).	cross-parcel access/ new local roadway connection
228	3.78	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #231r.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Melinda Davis Parcel #369900000066 to the north must be obtained upon access change (to Access #231r).	cross-parcel access/ new local roadway connection
229	3.852	R	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with new Access #231r). Access shall be realigned to reduce skew and line up with with Access #231r. This is access shall be converted to a public street.	When property redevelops or safety or operational issues develop. Cross access easements to 3734 Hwy 135 LLC Parcel #369900000137 to the south and Duane Sponable Parcel #369900000043 to the north must be obtained upon access change.	
230	3.867	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the south must be obtained upon access change (to Accesses #229).	
231	3.908	L	Field Access	Private Driveway	Full Movement	Move/Realign	Close	When property redevelops or safety or operational issues develop.	relocate to align with 229
231r	3.852	L	New Public Road	Public Street	New Access	N/A	Full movement intersection (aligned with Access #229).	When property redevelops or safety or operational issues develop.	
232	4.035	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
233	4.035	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
234	4.183	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
235	4.398	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
236	4.398	L	Field Access	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
237	4.535	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
238	4.648	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
239	4.648	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #239r.	When property redevelops or safety or operational issues develop.	relocate to align with 240
239r	4.737	L	New Public Road	Public Street	New Access	N/A	Full movement intersection (aligned with Access #240).	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
240	4.737	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with new Access #239r). Access #240 shall be realigned to reduce skew and line up with with new Access #239r.	When property redevelops or safety or operational issues develop.	
241	4.908	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
242	4.908	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
243	5.169	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
244	5.183	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
245	5.288	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection	When property redevelops or safety or operational issues develop.	
246	5.288	L	Field Access	Private Driveway	Full Movement	No Change	Full movement intersection	When property redevelops or safety or operational issues develop.	
247	5.479	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
247l	5.5	L	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
248	5.489	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #245.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Gunnison Legacy Fund Parcel #369900000112 to the south must be obtained upon access change (to Accesses #245 and #252).	cross-parcel access/ new local roadway connection
248r	5.475	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
249	5.524	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Accesses #246 or #253.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Legacy Fund Parcel #369900000134 to the south and Faith E Vickers Parcel #369908000004 to the north must be obtained upon access change (to Accesses #246 and #253).	cross-parcel access/ new local roadway connection
250	5.588	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Newton M Shank Jr Parcel #369908000006 to the south must be obtained upon access change.	
251	5.699	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Accesses #246 or #253.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to William S Trampe Parcel #369908000005 to the south and Gunnison Legacy Fund Parcel #369908000002 to the north must be obtained upon access change (to Accesses #246 and #253).	
252	5.88	R	CR 10	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #253). Access #252 shall be realigned to reduce skew and line up with with new Access #253.	When a public project is funded or safety or operational issues develop.	align with CR 8 as an orthogonal 4-leg intersection
253	5.88	L	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with Access #252). Access #253 shall be realigned to reduce skew and line up with with new Access #252.	When a public project is funded, property redevelops, or safety or operational issues develop.	align with CR 10 as an orthogonal 4-leg intersection
254	6.047	L	CR 8	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
255	6.063	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

Appendix E - Access Control Plan Tables

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
1	151.225	L	CR 726	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #2) with potential for signalization. Access shall be realigned to reduce skew and line up with with Access #2.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
2	151.225	R	Cooper Ranch Trail Access	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #1) with potential for signalization. Access shall be realigned to reduce skew and line up with with Access #1.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	align south with north leg
3	151.835	R	Neversink Trail Access	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Accesses #4 and #5) with potential for signalization. Access #3 shall be realigned to reduce skew and line up with with Accesses #4 and #5	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	align south with north leg
4	151.857	L	Prosper Lane	Public Street	Full Movement	No Change	Combine Access #4 and #5 into one full movement intersection (aligned with new Access #3r) with adequate queueing distance from US 50 and potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
5	151.857	L	Phelps Ln	Public Street	Full Movement	No Change	Combine Access #4 and #5 into one full movement intersection (aligned with new Access #3r) with adequate queueing distance from US 50 and potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
6	152.029	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the east must be obtained/granted upon access change.	Temporary access until parcel to the east develops with local roadway connection
	152.162	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
	152.162	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the east must be obtained/granted upon access change.	cross parcel access/ local road connection
	152.483	R	Home Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with Access #10) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
10	152.483	L	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with Access #9) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop. Cross access easement to 34507 W Hwy 50 Parcel #378700000092 to the west must be obtained upon access change.	
11	152.736	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
12	152.736	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	local road connection
13	152.994	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
14	152.994	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
15	153.008	R	CR 32	Public Street	Full Movement	Signal	Full movement intersection (aligned with new Access #18r) with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
16	153.076	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
17	153.11	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
18	153.108	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	Relocate to become 4th leg of CR 32/ local road connections
18a	153.105	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
18r	153.008	L	N/A	Private Driveway	New Access	Move/Realign	Full movement intersection (aligned with Access #15) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	Relocate to become 4th leg of CR 32/ local road connections
19	153.26	S	Access to Field	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
20	153.26	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
21	153.287	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate to 21R and allow 3/4 access with U-turn for NB to WB
21r	153.26	R	Phyllis Lane/Mesa Campground	Public Street	New Access	N/A	Three quarter movement (no left turn out)	When property redevelops, a public project is funded, or safety or operational issues develop. Access shall be aligned along the property line. Cross access easement to Spann Family Trust Parcel #378708000019 to the west must be obtained/granted upon access change.	
22	153.348	R	Mesa Campground	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
23	153.415	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement	No Change	Full movement intersection (aligned with new Access #24r) with potential for signalization. Roadway shall connect to Phyllis Ln and Access #21r.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	design for EB to WB U-turn movement
24	153.507	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate and align with 23 Phyllis Lane with new local roadway connection
24r	153.415	L	N/A	Private Driveway	New Access	N/A	Full movement intersection (aligned with Access #23) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop.	
25	153.705	R	Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief W A Junior Management Trust Parcel #378709000025 to the east AND Moncrief William Alvin III Trust, C/O W A Moncrief Jr Parcel #378708000001 to the west must be obtained/granted upon access change.	cross parcel access
26	153.706	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	cross parcel access
27	153.751	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
28	153.806	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Moncrief William Alvin III Trust Parcel #378709000024 to the east AND Besse Camille Parcel #378709000005 to the west must be obtained/granted upon access change.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
29	153.858	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with new Access #30r) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Moncrief W A Junior Management Trust Parcel #378709000025 to the west AND Moncrief C B Parcel #378709000011 to the east must be obtained/granted upon access change.	Use Access 28
30	154	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate to align with 29 and new local roadway connection
30r	153.858	L	US 50 Frontage Road	Public Street	New Access	Move/Realign	Full movement intersection (aligned with Access #29) with potential for signalization. Access #30 shall be realigned to reduce skew and line up with with Access #29 to create new Access #30r.	When property redevelops, a public project is funded, or safety or operational issues develop.	
31	154.101	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief C B Parcel #378709000011 to the east and west must be obtained upon access change.	Use Access 32
32	154.253	R	Home Driveway	Private Driveway	Full Movement	RIRO	Close. Property shall take access from existing public road connection to the east (Que Qua Ln, Access #35).	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief C B Parcel #378709000011 to the east and west must be obtained upon access change.	cross parcel access (temporary conditional access until cross-parcel access to Que Qua Lane established)
33	154.317	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross parcel access
34	154.478	L	US 50 Frontage Road Connection	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
35	154.562	R	Que Qua Lane	Public Street	Full Movement	No Change	Full movement intersection (aligned with new Access #37r) with potential for signalization. Access #35 shall be realigned to reduce skew and line up with new Access #37r.	When a public project is funded or safety or operational issues develop.	
36	154.568	R	Gunnison County Electric Association	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
37	154.583	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement	Close	Full movement intersection (aligned with Access #35) with potential for signalization. Access #37 shall be realigned to reduce skew and relocated to line up with Access #35 to create the new Access #37r.	When a public project is funded or safety or operational issues develop.	realign CR 18 and US 50 Frontage Road
37r	154.562	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement	N/A	Full movement intersection (aligned with Access #35) with potential for signalization. Access #37 shall be realigned to reduce skew and relocated to line up with Access #35 to create the new Access #37r.	When a public project is funded or safety or operational issues develop.	
38	154.593	R	Gunnison County Electric Association	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
39	154.632	R	Curecanti Drive	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop. Cross access easements to Que Qua Condominiums, Lakeside Townhomes Phase II, and Gunnison Hospitality Group LLC Parcel #378710000083 to the east must be obtained/granted upon access change.	
40	154.825	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Que Qua Condominiums and Lakeside Townhomes Phase II (Curecanti Dr) to the west and Shavano Dr to the east must be obtained/granted upon access change.	
41	154.86	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Que Qua Condominiums and Lakeside Townhomes Phase II (Curecanti Dr) to the west and Shavano Dr to the east must be obtained/granted upon access change.	
42	154.902	R	Shavano Drive	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop. Cross access easements to Gunnison Hospitality Group LLC Parcel #378710000083 to the west must be obtained/granted upon access change.	
43	155.029	R	Shavano Drive	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop.	
44	155.1	R	Rodeway Inn	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Rancho Kyriaki LLC Parcel #378710018002 and Iglesia Rios de Agua Viva de Gunnison Parcel #378710018001 to the east must be obtained upon access change.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
45	155.127	R	Rodeway Inn	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to SMCO Ventures LLC Parcel #378710018002 to the west and Rancho Kyriaki LLC Parcel #378710018002 to the east must be obtained upon access change.	
46	155.177	R	Cam Del Rio	Public Street	Full Movement	No Change	Full movement intersection with potential for signalization.	N/A	design for EB to WB U-turn movement
47	155.202	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
48	155.202	R	South Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
49	155.333	R	South Frontage Road	Public Street	Full Movement	3/4 NLTO	Three quarter movement (no left turn out)	When a public project is funded or safety or operational issues develop.	
50	155.54	R	Whitewater Park Access	Public Street	Full Movement	Close	Three quarter movement (no left turn out). Access #50 shall be realigned to reduce skew to create the new Access #50r.	When a public project is funded or safety or operational issues develop.	realign to west 200'
50r	155.527	R	Whitewater Park Access	Public Street	New Access	3/4 NLTO	Three quarter movement (no left turn out). Access #50 shall be realigned to reduce skew to create the new Access #50r.	When a public project is funded or safety or operational issues develop.	
51	155.54	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
52	155.91	R	CR 38 / W Airport Rd	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
53	155.91	L	US 50 North Frontage Road	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
54	156.385	L	Rio Grande Ave/North Frontage Rd	Public Street	Full Movement	RIRO	Right-in right-out. North Frontage Road connection to mainline US 50 shall become RIRO. Other access to Frontage Rd remains unchanged.	When a public project is funded or safety or operational issues develop.	
55	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Left/right North Frontage Road movements shall be maintained, but the connection to mainline US 50 shall be restricted to RIRO and through movement closed.	When a public project is funded or safety or operational issues develop.	
56	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	Close	North Frontage Road to the north to be closed.	When a public project is funded or safety or operational issues develop.	
57	156.385	R	Rio Grande Ave/ South Frontage Rd	Public Street	Full Movement	No Change	Full movement.	When a public project is funded or safety or operational issues develop.	
58	156.385	R	Rio Grande/South Frontage Rd South Leg	Public Street	Full Movement	Enter Only	Full movement. Implement one-way southbound condition on frontage road.	When a public project is funded or safety or operational issues develop.	
59	156.385	R	Rio Grande/South Frontage Rd East Leg	Public Street	Full Movement	No Change	Full movement. South Frontage Rd/Rio Grande intersection shall remain full movement.	When a public project is funded or safety or operational issues develop.	
60	156.385	R	Rio Grande/South Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. South Frontage Rd/Rio Grande intersection shall remain full movement.	When a public project is funded or safety or operational issues develop.	
61	156.448	L	Reed St/ North Frontage Rd	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
62	156.448	L	Reed St/North Frontage Rd South Leg	Public Street	Full Movement	Close	Close North Frontage Road	When a public project is funded or safety or operational issues develop.	
63	156.448	L	Reed St/North Frontage Rd West Leg	Public Street	Full Movement	No Change	Full movement. Reed St/US 50 shall remain full movement.	When a public project is funded or safety or operational issues develop.	
64	156.448	L	Reed St/North Frontage Rd North Leg	Public Street	Full Movement	Close	Close North Frontage Road	When a public project is funded or safety or operational issues develop.	
64r	156.57	L	Reed St/ North Frontage Rd	Public Street	New Access	N/A	Right-in right-out. Access to mainline US 50 shall be restricted to RIRO, but frontage road connections shall remain full movement. Access shall be aligned across from San Juan Ave.	When a public project is funded or safety or operational issues develop.	
65	156.448	R	W Bidwell Ave/South Frontage Rd	Public Street	Full Movement	Close	Close. Bidwell Ave/US 50 access shall close.	When a public project is funded or safety or operational issues develop.	
66	156.448	R	Bidwell Ave/North Frontage Rd South Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	
67	156.448	R	Bidwell Ave/North Frontage Rd West Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
68	156.448	R	Bidwell Ave/North Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	Evaluate typical section for road diet
69	156.665	L	Gunnison Ave/North Frontage Rd	Public Street	Full Movement	Close	Close. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
70	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Full movement. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
71	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Full movement. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
72	156.665	R	Gunnison Ave/South Frontage Rd	Public Street	Full Movement	Close	Close. South Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
73	156.665	R	Gunnison Ave/South Frontage Rd South Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
74	156.665	R	Gunnison Ave/South Frontage Rd East Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
75	156.665	R	Gunnison Ave/South Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
76	156.775	L	W New York Avenue	Public Street	Signalized	RIRO	Right-in right-out and removing the signal	When a public project is funded or safety or operational issues develop.	
77	156.775	R	W New York Avenue	Public Street	Signalized	RIRO	Right-in right-out. New York Ave/US 50 connection shall be restricted to right-in right out, but the connection to the South Frontage Rd shall be closed. Signal will be removed.	When a public project is funded or safety or operational issues develop.	
78	156.775	R	W US HWY 50 Frontage Rd	Public Street	Full Movement	Close	Close. South Frontage Rd/New York Ave connection shall be closed.	When a public project is funded or safety or operational issues develop.	
79	156.873	L	W Tomichi Ave	Public Street	3/4 NLTO	Close	Access #79 shall be closed and realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
79r	156.873	L	W Tomichi Ave	Public Street	New Access	N/A	Full access movement. Access #79 and #80 shall be realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
80	156.831	L	W Tomichi Ave Slip Lane	Public Street	Right Out Only	Close	Access #80 shall be closed and realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
81	156.873	R	S 10th Street	Public Street	Full Movement	No Change	The future condition of this intersection/access is unknown. This intersection will be designed at a later date.	When a public project is funded or safety or operational issues develop.	
82	156.873	R	S 10th Street Business Access	Public Street	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	
83	156.873	L	N 10th Street	Public Street	Full Movement	No Change	The future condition of this intersection/access is unknown. This intersection will be designed at a later date.	When a public project is funded or safety or operational issues develop.	
84	156.895	R	Conoco Gas Station/Convenience Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
85	156.885	L	Ace Hardware	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
86	156.907	R	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #87)	When a public project is funded or safety or operational issues develop.	
87	156.907	L	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #86)	When a public project is funded or safety or operational issues develop.	
88	156.914	R	Mountain West Financial Services	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
89	156.918	L	Pie-Zan's Restaurant	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
90	156.943	R	S 11th Street	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #91)	When a public project is funded or safety or operational issues develop.	future HAWK?
91	156.943	L	N 11th Street	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #90)	When a public project is funded or safety or operational issues develop.	future HAWK?
92	156.951	R	Sportsman's Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
93	156.958	R	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #94)	When a public project is funded or safety or operational issues develop.	
94	156.958	L	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #93)	When a public project is funded or safety or operational issues develop.	
95	156.961	R	Scenic River Tours	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
96	156.968	R	Scenic River Tours	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
97	156.965	L	JC Services Auto Repair	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

US 50

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
98	156.975	R	S 12th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
99	156.975	L	N 12th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
100	156.997	R	Love's Gas Station/Country Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
101	157.005	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
102	157.005	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
103	157.015	R	Gunnison Liquor Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
104	157.015	L	J&K Services Inc Driveway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
105	157.04	R	S Boulevard Street	Public Street	Full Movement	No Change	Full movement signalized intersection	When a public project is funded or safety or operational issues develop.	
106	157.04	L	Boulevard Street	Public Street	Full Movement	No Change	Full movement signalized intersection	When a public project is funded or safety or operational issues develop.	
107	157.062	R	Berfield's Stage Stop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
108	157.076	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
109	157.076	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
110	157.081	L	Gunnison Auto & Performance	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
111	157.096	L	Gunnison Auto & Performance	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
112	157.11	R	S 14th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
113	157.11	L	N 14th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
114	157.123	L	Standard Tire & Services Center	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
115	157.136	L	Standard Tire & Services Center	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
116	157.144	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
117	157.144	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
118	157.153	R	Alpine Lumber	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
119	157.154	L	NAPA Auto Parts	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
120	157.164	L	NAPA Auto Parts	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
121	157.181	R	S Spruce Street	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
122	157.181	L	Spruce Street	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
123	157.205	R	Safeway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
124	157.216	R	Safeway/Alley	Business Entrance	Full Movement	No Change	Full movement unsignalized intersection	When property redevelops or safety or operational issues develop.	
125	157.216	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
126	157.252	R	S Pine Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
127	157.252	L	N Pine Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
128	157.287	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
129	157.287	L	Gunnison Bank & Trust/Alley	Business Entrance	Full Movement	No Change	Full movement unsignalized intersection	When property redevelops or safety or operational issues develop.	
130	157.297	L	OffCenter DeSIGNS	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
131	157.322	R	S Wisconsin Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
132	157.322	L	N Wisconsin Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
133	157.358	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
134	157.358	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
135	157.394	R	S Main St (CO 135)	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
136	157.394	L	N Main St (CO 135)	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	

EXHIBIT A
Access Study

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Exhibit A

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
137	0.076	R	E Virginia Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
138	0.076	L	W Virginia Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
139	0.153	R	E Georgia Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
140	0.153	L	W Georgia Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
141	0.227	R	Ohio Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	Potential HAWK/ Z median
142	0.227	L	W Ohio Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	Potential HAWK/ Z median
143	0.247	R	Field Access	Private Driveway	Full Movement	No Change	Full movement unsignalized intersection	N/A	future hotel development
144	0.253	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
145	0.3	R	E Gothic Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
146	0.3	L	W Gothic Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
147	0.327	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
148	0.325	R	Gunnison County Abstract Company	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
149	0.347	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
150	0.378	R	E Ruby Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
151	0.378	L	W Ruby Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
152	0.42	R	Telluride Maid	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
153	0.433	R	Telluride Maid	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
154	0.433	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
155	0.454	R	E Denver Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
156	0.454	L	W Denver Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
157	0.489	R	The Coffee Trader	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
158	0.489	L	Church Driveway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
159	0.54	L	Kooler Garage Doors	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
160	0.571	L	Gunnison 24/7 Gym	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
161	0.583	R	City Market Entrance	Public Street	Full Movement	3/4 NLTO	3/4 movement, no left turn from City Market	When property redevelops or safety or operational issues develop.	
162	0.583	L	San Juan Strains	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
163	0.603	L	Car Wash	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
164	0.611	L	High Mountain Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
165	0.628	L	High Mountain Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
166	0.633	L	Café Silvestre	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
167	0.65	L	Powerstop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
168	0.666	L	Powerstop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
169	0.68	L	W Elizabeth Avenue	Public Street	Full Movement	3/4 NLTO	3/4 movement, no left turn	When a public project is funded or safety or operational issues develop.	
170	0.74	R	Spencer Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
171	0.74	L	Spencer Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
172	0.796	L	Back at the Ranch Furniture	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
173	0.864	R	Car Dealership?	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
174	0.922	R	Colorado St	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
175	0.922	L	Van Tuyl Circle	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop.	
176	0.99	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
177	1	R	Gunnison Secure Storage (shared access)	Business Entrance	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	
178	1	L	CR 13A	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop.	
179	1.029	R	Rocky Mountain Christian Ministries	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
180a	1.094	R	Clark Boulevard	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop. If connection to Cactus Hill Dr is obtained, a full movement intersection without potential for signalization may be allowed.	
180b	1.106	R	Clark Boulevard	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
181	1.094	L	Colorado State University Driveway	Private Driveway	Full Movement	Close	Realign at #181r to align with #180a	N/A. Access already closed and realigned to line up with Clark Blvd (Access #180a).	already realigned with Clark Blvd
181r	1.094	L	Colorado State University Driveway	Private Driveway	New Access	No Change	Already moved to realign with #180a	N/A. Access already closed and realigned to line up with Clark Blvd (Access #180a).	already realigned with Clark Blvd
182	1.153	R	Home Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. Cross access easements to Steven O Cadwell Parcels #370125000035 and #370125000065 to the north must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183	1.186	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new Access #183r.	When property redevelops or safety or operational issues develop. Cross access easements to Ruth M Rose Parcel #370125000036 to the south must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183r	1.217	R	Home Driveway	Private Driveway	New Access	N/A	Full movement access to East Frontage Rd. East Frontage Rd shall be extended to this access point and ended with a cul-de-sac.	When property redevelops or safety or operational issues develop. Cross access easements to Ruth M Rose Parcel #370125000036 to the south must be obtained/granted upon access change.	
183a	1.229	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Lamberson Family LLC Parcel #370125000033 to the north must be obtainedgranted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183b	1.249	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Mark J Elich Parcel #370125000034 to the south must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
184	1.277	R	East Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
185	1.392	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new public road connection (CR 10 Extension) along the north property line.	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easement to TARPON TOWERS II LLC C/O BROWN SMITH WALLACE Parcel #370125000022 to the south must be obtained/granted upon access change.	
186	1.398	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
187	1.445	L	Home Driveway	Private Driveway	Full Movement	Move/Realign	Full movement intersection with potential for roundabout or signalization (aligned with Access #188r). Access #187 shall be realigned to reduce skew and line up with with new Access #188r	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easement to PESNELL O A JR Parcel #370125006005 to the north must be obtained/granted upon access change.	
188	1.462	R	Amerigas Propane	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. ROW must be dedicated for new public road connection (CR 10 Extension) upon redevelopment.	extend CR 10 through intersection to CR 13, future North Gateway Access
188r	1.454	R	CR 10 Extension and E Frontage Rd Access	Public Street	New Access	Move/Realign	Full movement (aligned with Access #187r). Access #188 shall be realigned to reduce skew and line up with with new Access #187r to create new Access #188r.	When a public project is funded or safety or operational issues develop.	
189	1.55	R	East Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
190	1.586	L	Home Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easements to PESNELL O A JR Parcel #370125006005 to the south and Centennial Storage Partners LLC Parcel #370125006008 must be obtained/granted upon access change.	future 3-mile annexation, local road connection

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
191	1.764	R	Henry's Radio & TV	Business Entrance	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Roger P Johnson Parcel #370125000008 to the north must be obtained/granted upon access change.	explore shared driveway
192	1.764	L	Discount Storage	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to PESNELL O A JR Parcel #370125006005 to and Arthur Klinowski Parcel #370125006007 to the south and Gunnison Gateway LLC Parcel #370100000119 to the north must be obtained/granted upon access change.	future 3-mile annexation, local road connection
193	1.812	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Fredrick W Henry Parcel #370125000009 to the south must be obtained/granted upon access change.	explore shared driveway
194	1.832	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new public road along north property line (Access #197r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Centennial Storage Partners LLC Parcel #370125006008 to the south and Swiss Holding LLC Parcel #370100000184 to the north must be obtained/granted upon access change.	future 3-mile annexation, local road connection
195	1.85	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #198r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to USDA Forest Service Parcel #370125000006 to the north must be obtained/granted upon access change.	explore shared driveway
196	1.876	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #198r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to USDA Forest Service Parcel #370125000006 to the north must be obtained/granted upon access change.	explore shared driveway
197	1.88	L	Field Access	Private Driveway	Full Movement	No Change	Close. Property shall take access from new public road along north property line (Access #197r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Centennial Storage Partners LLC Parcel #370125006008 to the south and Swiss Holding LLC Parcel #370100000184 to the north must be obtained/granted upon access change.	relocate to align with 199
198	1.905	R	Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Seth Nienhueser Parcel #370125000007 to the south must be obtained/granted upon access change.	explore shared driveway
199	2.02	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to EVANS LESTER E JR Parcel #370125000002 to the north must be obtained/granted upon access change.	
200	2.049	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to EVANS LESTER E JR Parcel #370125000002 to the north must be obtained/granted upon access change.	

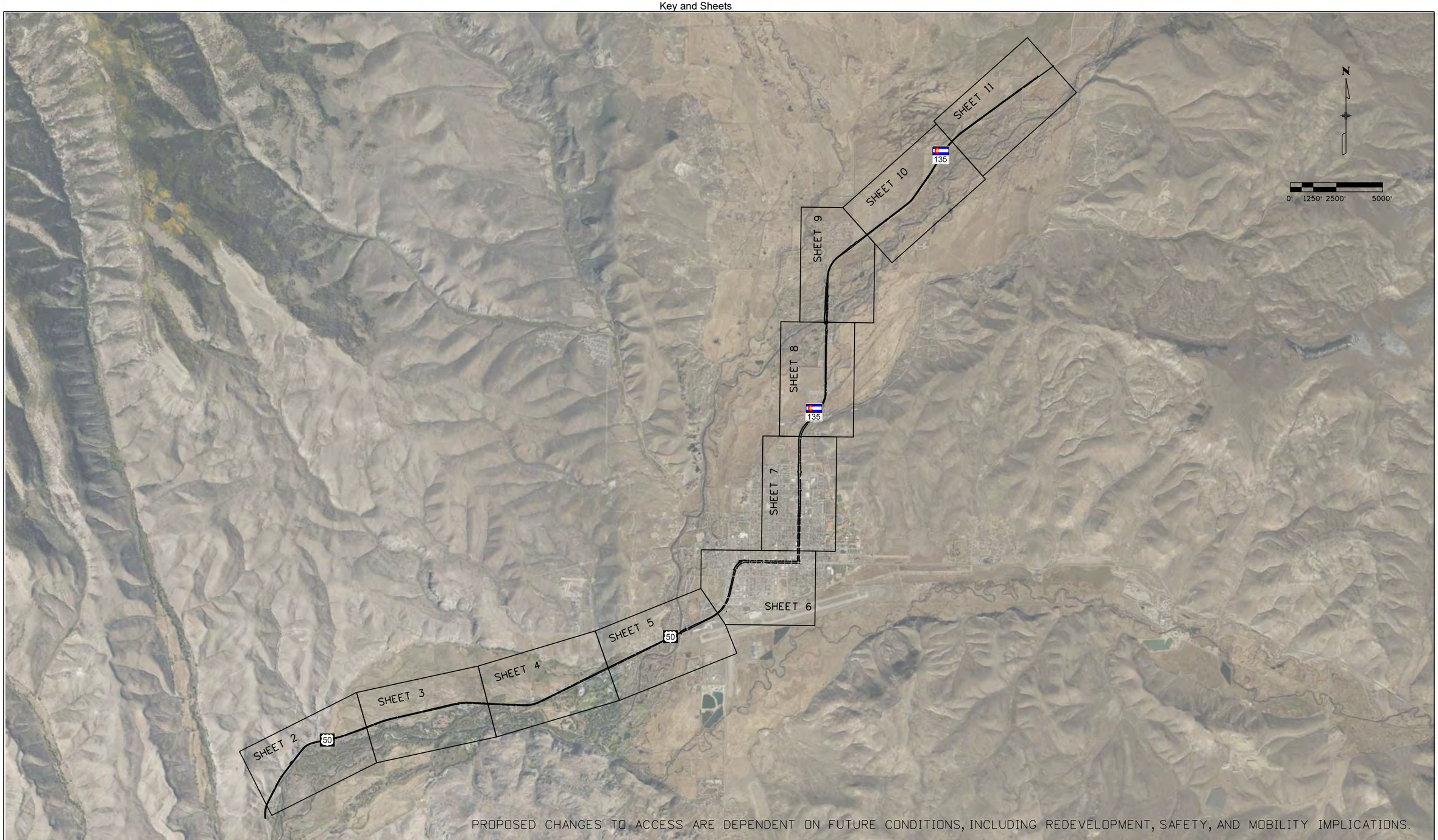
Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
201	2.078	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Valley Collective LLC Parcel #370125000109 to the south and Jon Mark Campbell Parcel #370124008001 to the north must be obtained/granted upon access change.	
202	2.083	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop.	
202r	2.081	R	Home Driveway	Private Driveway	New Access	N/A	Realign at #202rr to align with #203		
203	2.081	L	Driveway	Private Driveway	Full Movement	No Change	No Change. Property will align with #202r	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Gunnison Gateway LLC Parcel #370100000119 to the south must be obtained/granted upon access change.	
204	2.32	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Jon Mark Campbell Parcel #370124008002 to the south and Bar Slash Bar Ranch LLLP Parcel #370125000109 to the north must be obtained/granted upon access change.	
205	2.322	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
205r	2.331	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Bar Slash Bar Ranch LLLP Parcel #370124000068 to the south and BOTH Ski Town Village LLC Parcels to the north (#370124000077 and #370124000081) must be obtained/granted upon access change.	
207	2.419	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to BOTH Ski Town Village LLC Parcels to the south (#370124000044 and #370124000077) and Blue Horizon Gunnison LLC Parcel #370124000047 to the north must be obtained/granted upon access change.	cross parcel access
208	2.419	L	Riverwalk Drive	Public Street	Full Movement	Close	Close. Property shall take access from new Access #208r.	When a public project is funded or safety or operational issues develop.	
208r	2.462	L	Riverwalk Drive	Public Street	New Access	Move/Realign	Full movement intersection with potential for roundabout or signalization (aligned with Access #209). Access #208 shall be realigned to line up with with Access #209 to create new Access #208r.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
209	2.462	R	CR 11	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization (aligned with new Access #208r).	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
210	2.515	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
211	2.675	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to BOTH Chrishaven LLC C/O Mark Butterfield Parcels to the north (#370124000076 and #370124000026) must be obtained/granted upon access change.	cross parcel access

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
211r	2.734	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out	When property redevelops or safety or operational issues develop.	
212	2.734	L	Apache Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
213	2.73	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to the other Chrishaven LLC C/O Mark Butterfield Parcel #370124000076 and Mark E Kintz Parcel #370124000028 to the south, and Traci M Busse Parcel #370124000050 to the north must be obtained/granted upon access change.	cross parcel access
214	2.756	R	Garlic Mike's	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Chrishaven LLC C/O Mark Butterfield Parcel #370124000026 to the south and Gunnison County Board of Commissioners Parcel #370124000080 to the north must be obtained/granted upon access change.	cross parcel access
215	2.847	R	Shady Island River Park Parking Lot	Public Street	Full Movement	No Change	Full movement intersection	N/A	
216	2.847	L	Arapahoe Road	Public Street	Full Movement	No Change	Full movement intersection	N/A	
217	2.94	R	Olden Lane	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
218	2.981	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #220r).	When property redevelops or safety or operational issues develop. Cross access easement to Raymond G Rixford Parcel #370124000017 to the north must be obtained/granted upon access change (to Accesses #217 and #215).	cross-parcel access/ new local roadway connection to Olden Lane
219	2.996	L	Old Hwy 135/Chinook Trail	Public Street	Full Movement	3/4 NLTO	Chinook Trail becomes 3/4 access. Access to Old Hwy 135 is closed.	When a public project is funded or safety or operational issues develop.	cross-parcel access/ new local roadway connection to Olden Lane
220	2.998	R	Home Driveway	Private Driveway	Full Movement	No Change	No Change. Property will provide access to surrounding parcels.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Eli Murch Parcel #370124000052 to the south must be obtained/granted upon access change.	cross-parcel access/ new local roadway connection to Olden Lane
220r	2.99	R	New Shared Access	Private Driveway	RIRO	Move/Realign	Full Access to be aligned with #219	When property redevelops or safety or operational issues develop.	
221	3.075	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Wolf Ranch Parcel #370124000061 to the south and MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained/granted upon access change.	
221R	3.12	R	Field Access	Private Driveway	New Access	N/A	RIRO		
222	3.128	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection to Olden Lane
223	3.432	L	CR 730	Public Street	Full Movement	No Change	Full movement intersection. Old Hwy 135 must be realigned further west to allow more queueing depth.	When a public project is funded or safety or operational issues develop.	
224	3.547	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Toni M Todd Parcel #370124000014 to the south and 3734 Hwy 135 LLC Parcel #369900000137 to the north must be obtained upon access change (to Access #224r).	relocate to align with 223
224r	3.432	R	New Public Road	Public Street	New Access	N/A	Full movement intersection	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
225	3.547	L	Access to Field	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Bar Slash Bar Ranch LLLP Parcel #369900000045 and Melinda Davis Parcel #369900000066 to the north must be obtained upon access change (to Access #223).	
226	3.707	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained upon access change (to Accesses #224r and #229).	cross-parcel access/ new local roadway connection
226r	3.722	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
227	3.737	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained upon access change (to Accesses #224r and #229).	cross-parcel access/ new local roadway connection
228	3.78	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #231r.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Melinda Davis Parcel #369900000066 to the north must be obtained upon access change (to Access #231r).	cross-parcel access/ new local roadway connection
229	3.852	R	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with new Access #231r). Access shall be realigned to reduce skew and line up with with Access #231r. This is access shall be converted to a public street.	When property redevelops or safety or operational issues develop. Cross access easements to 3734 Hwy 135 LLC Parcel #369900000137 to the south and Duane Sponable Parcel #369900000043 to the north must be obtained upon access change.	
230	3.867	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the south must be obtained upon access change (to Accesses #229).	
231	3.908	L	Field Access	Private Driveway	Full Movement	Move/Realign	Close	When property redevelops or safety or operational issues develop.	relocate to align with 229
231r	3.852	L	New Public Road	Public Street	New Access	N/A	Full movement intersection (aligned with Access #229).	When property redevelops or safety or operational issues develop.	
232	4.035	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
233	4.035	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
234	4.183	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
235	4.398	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
236	4.398	L	Field Access	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
237	4.535	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
238	4.648	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
239	4.648	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #239r.	When property redevelops or safety or operational issues develop.	relocate to align with 240
239r	4.737	L	New Public Road	Public Street	New Access	N/A	Full movement intersection (aligned with Access #240).	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
240	4.737	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with new Access #239r). Access #240 shall be realigned to reduce skew and line up with with new Access #239r.	When property redevelops or safety or operational issues develop.	
241	4.908	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
242	4.908	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
243	5.169	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
244	5.183	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
245	5.288	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection	When property redevelops or safety or operational issues develop.	
246	5.288	L	Field Access	Private Driveway	Full Movement	No Change	Full movement intersection	When property redevelops or safety or operational issues develop.	
247	5.479	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
247l	5.5	L	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
248	5.489	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #245.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Gunnison Legacy Fund Parcel #369900000112 to the south must be obtained upon access change (to Accesses #245 and #252).	cross-parcel access/ new local roadway connection
248r	5.475	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
249	5.524	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Accesses #246 or #253.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Legacy Fund Parcel #369900000134 to the south and Faith E Vickers Parcel #369908000004 to the north must be obtained upon access change (to Accesses #246 and #253).	cross-parcel access/ new local roadway connection
250	5.588	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Newton M Shank Jr Parcel #369908000006 to the south must be obtained upon access change.	
251	5.699	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Accesses #246 or #253.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to William S Trampe Parcel #369908000005 to the south and Gunnison Legacy Fund Parcel #369908000002 to the north must be obtained upon access change (to Accesses #246 and #253).	
252	5.88	R	CR 10	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #253). Access #252 shall be realigned to reduce skew and line up with with new Access #253.	When a public project is funded or safety or operational issues develop.	align with CR 8 as an orthogonal 4-leg intersection
253	5.88	L	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with Access #252). Access #253 shall be realigned to reduce skew and line up with with new Access #252.	When a public project is funded, property redevelops, or safety or operational issues develop.	align with CR 10 as an orthogonal 4-leg intersection
254	6.047	L	CR 8	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
255	6.063	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

EXHIBIT B
Key and Sheets



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

US 50 / CO 135 ACCESS CONTROL PLAN

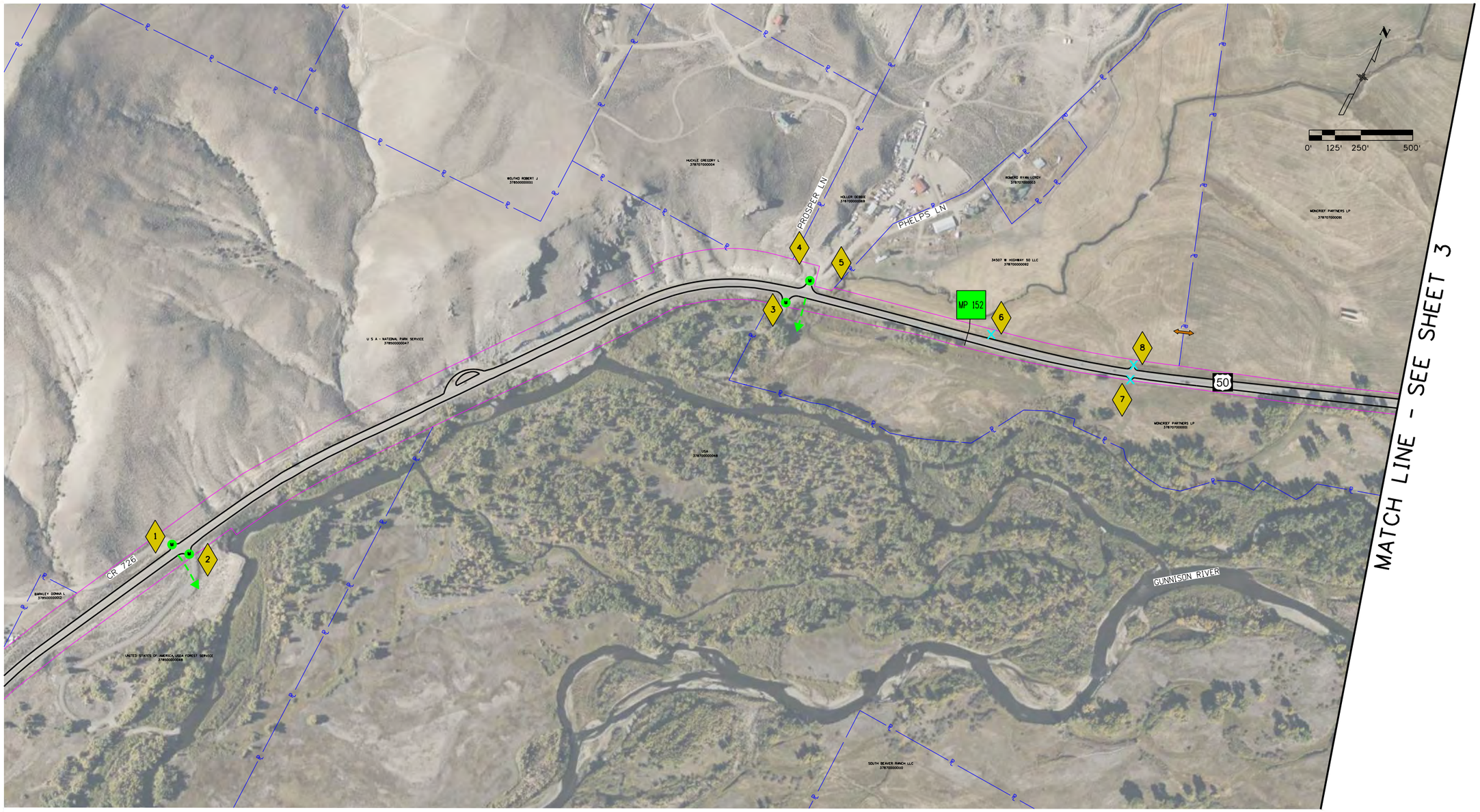
Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- Access Point Identification Number
- Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway "M" Major Intersection
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits

SHEET 1 OF 11



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

US 50 / CO 135 ACCESS CONTROL PLAN

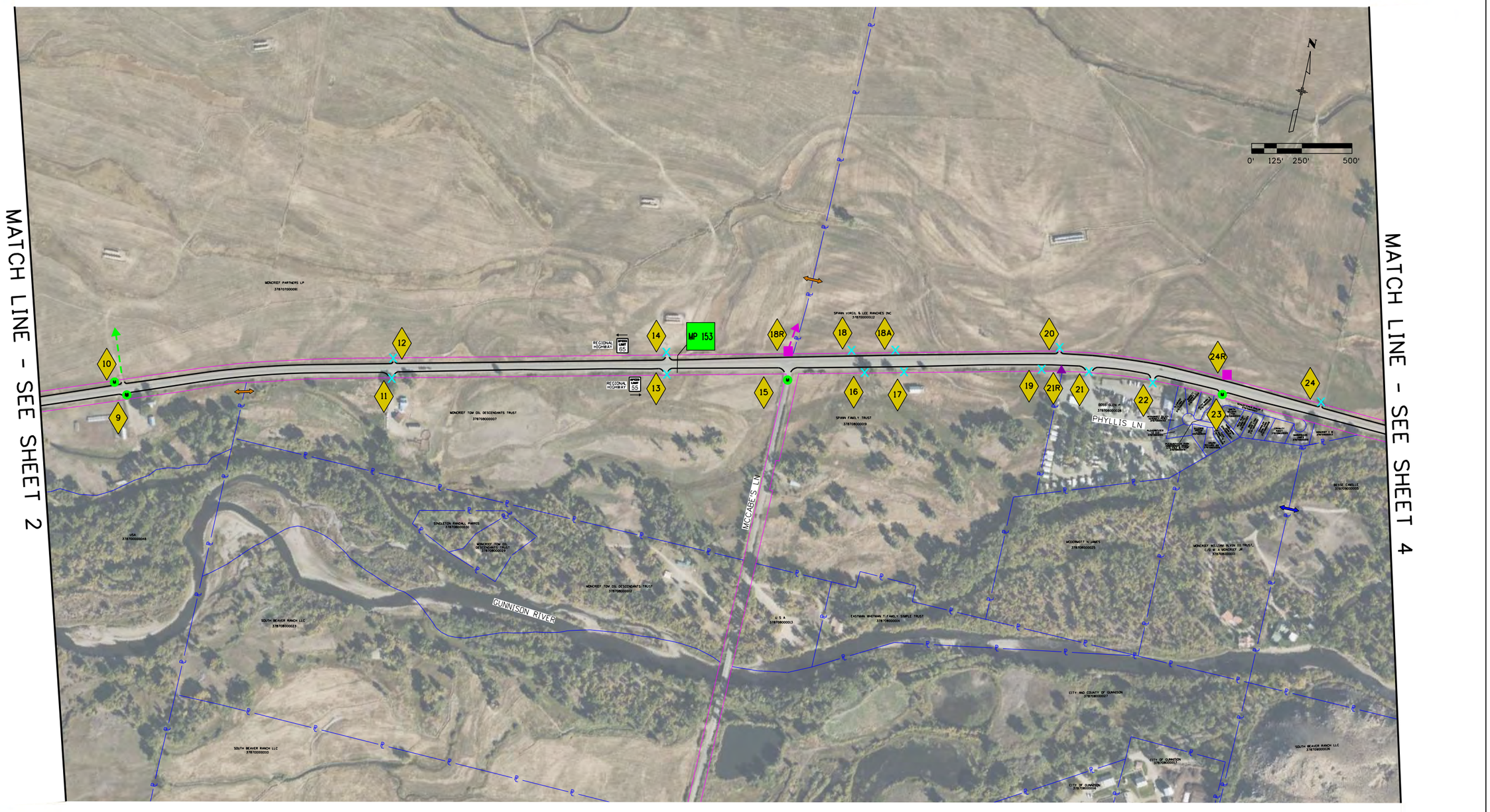
Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- Access Point Identification Number
- Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" Major Intersection

SHEET 2 OF 11



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

US 50 / CO 135 ACCESS CONTROL PLAN

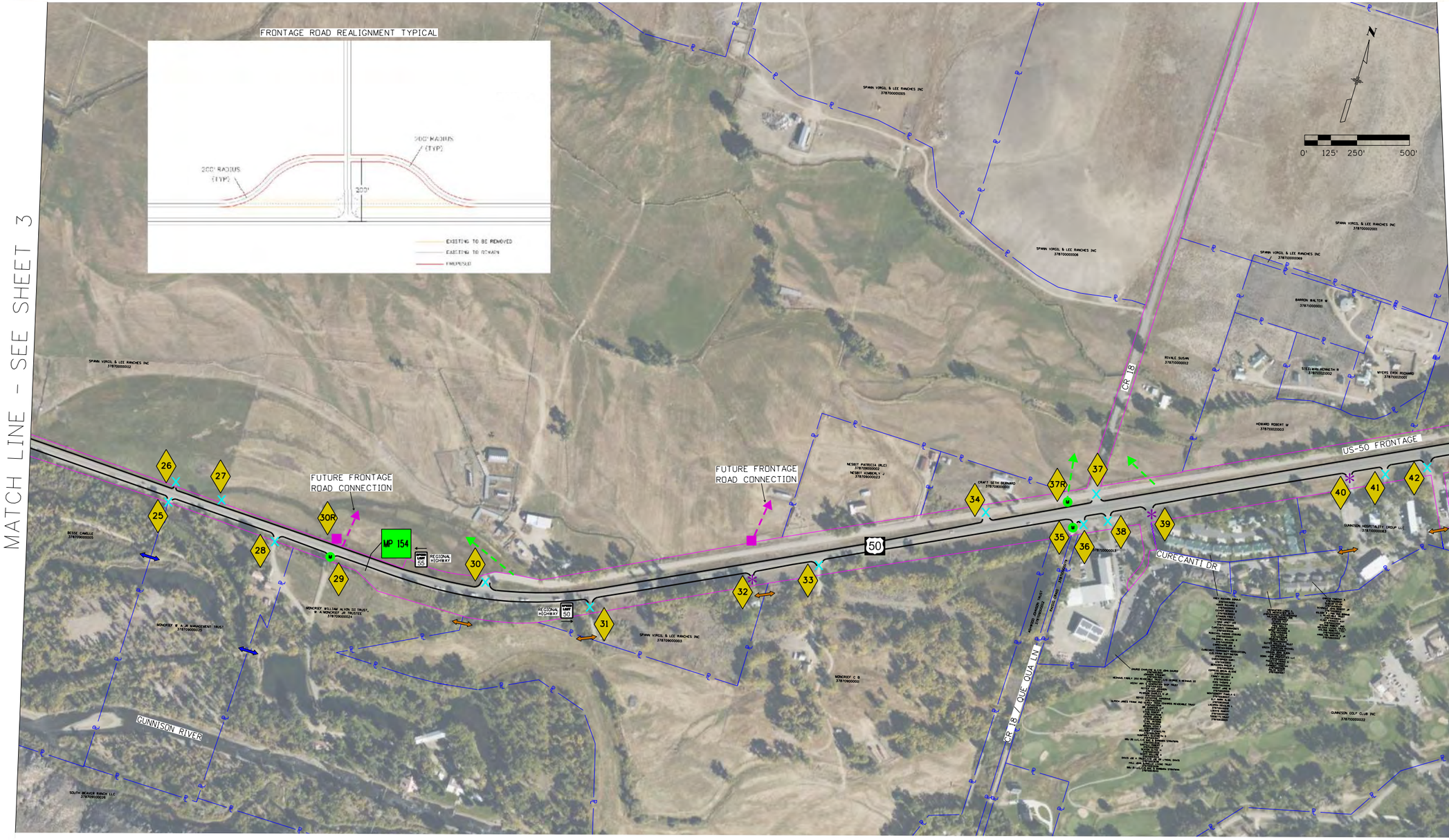
Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- Access Point Identification Number
- MP XXX Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" Major Intersection

SHEET 3 OF 11



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

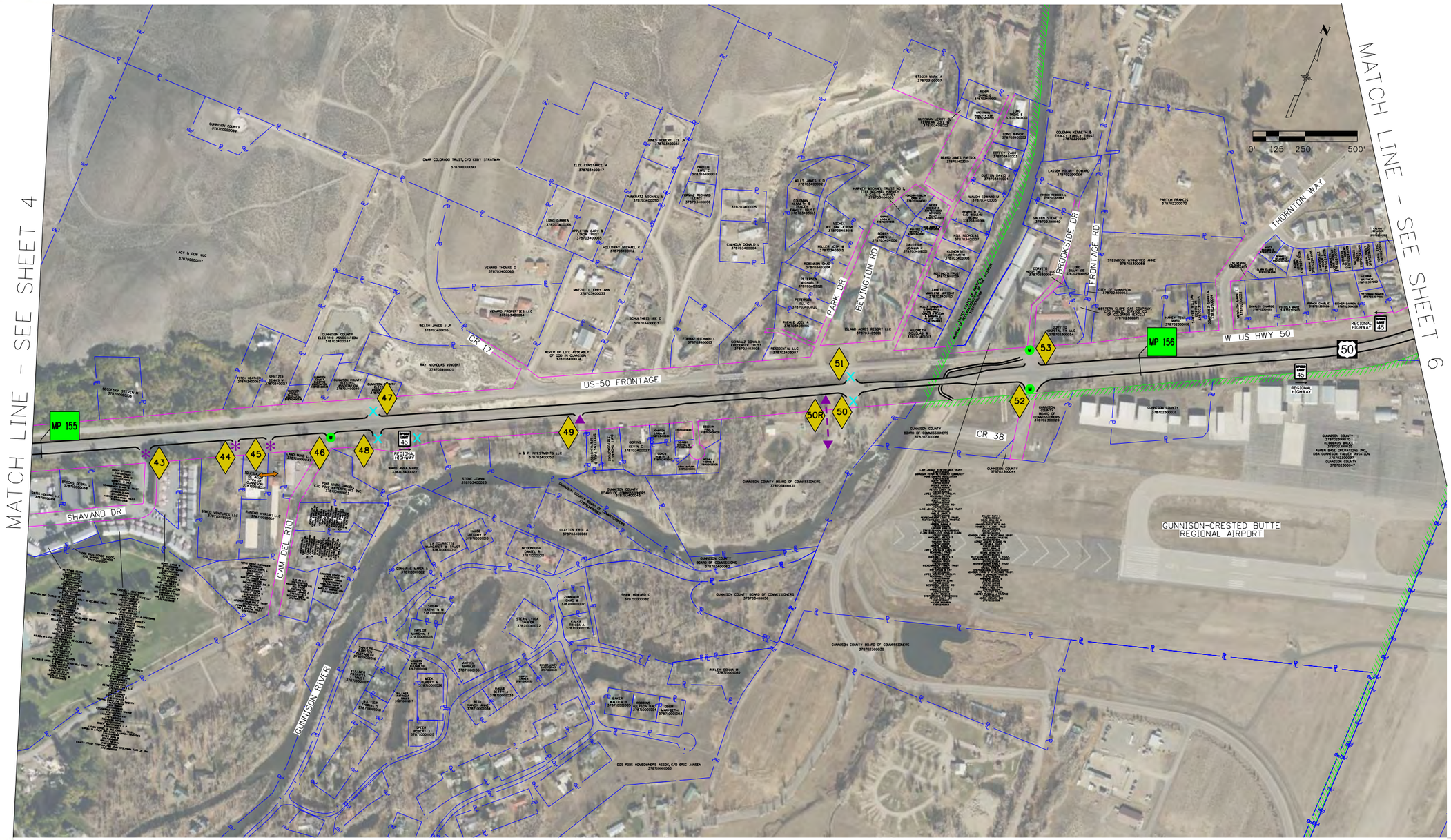
US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- ## — Access Point Identification Number
- MP XXX — Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX — Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits
- "M" — Major Intersection



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- ## Access Point Identification Number
- MP XXX Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- X Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
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- New Local Roadway
- Highway Right-of-Way
- Parcel Line
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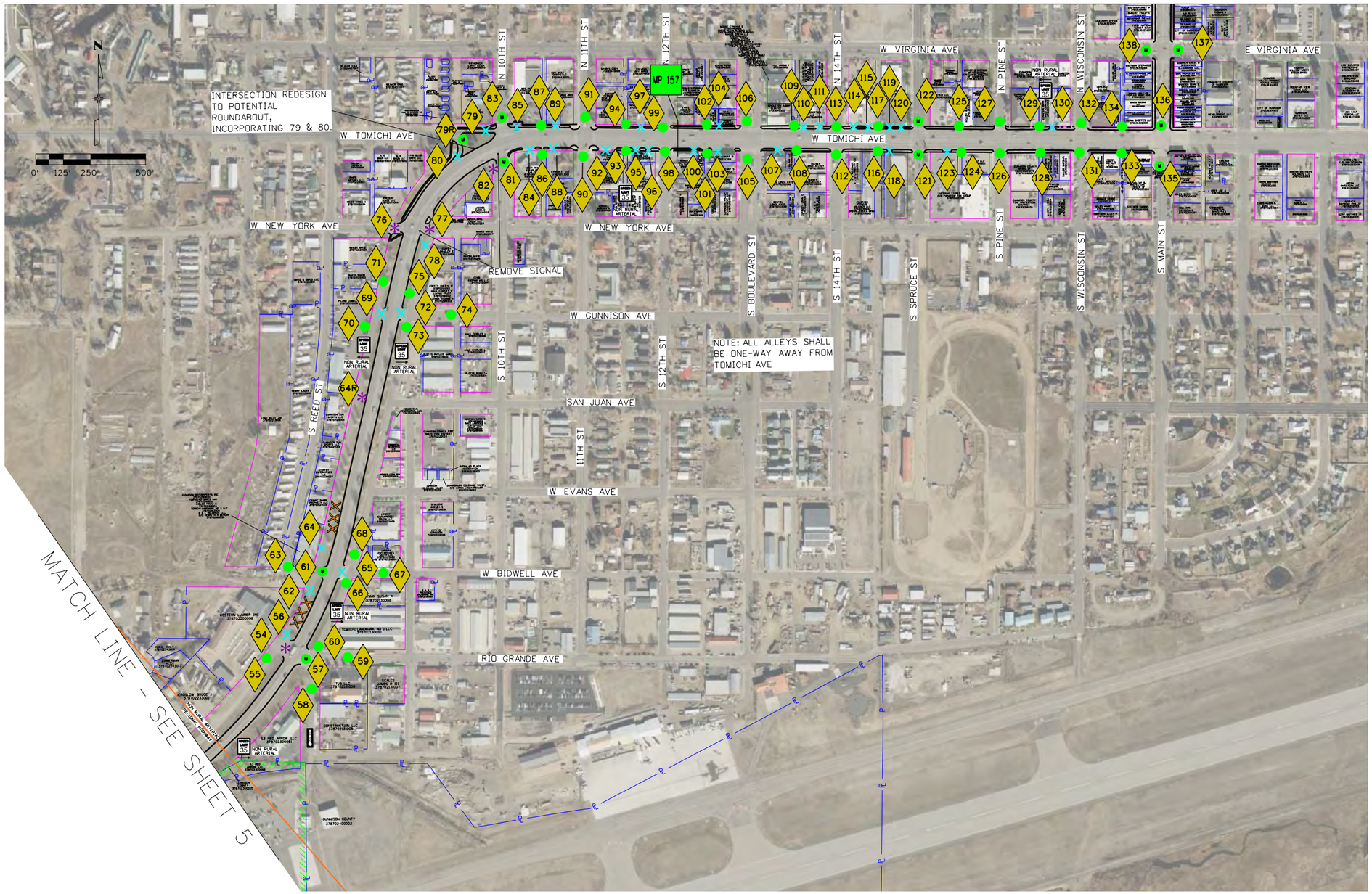
SHEET 5 OF 11

MATCH LINE - SEE SHEET 7



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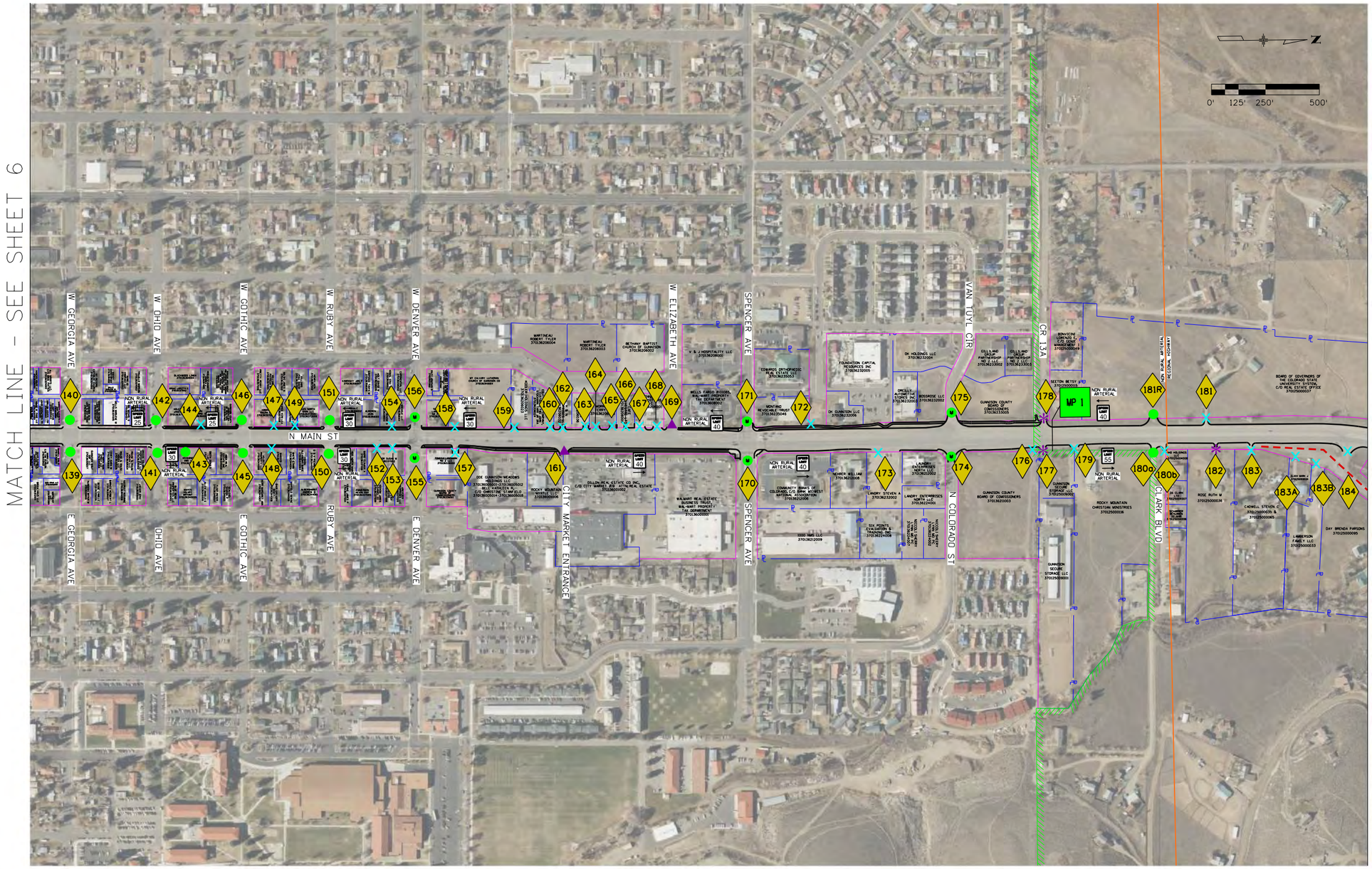

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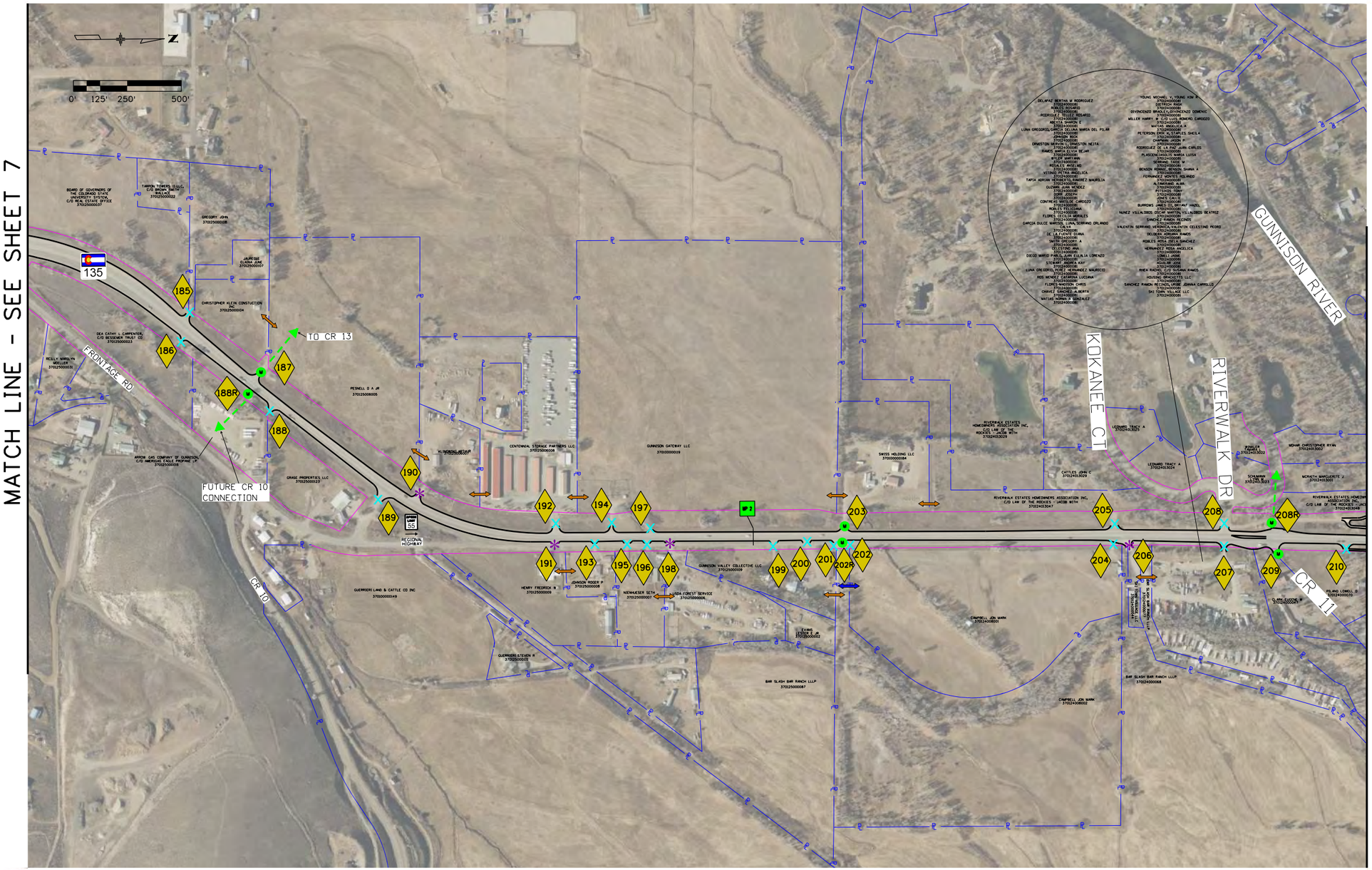

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US 50 / CO 135 ACCESS CONTROL PLAN

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- Proposed Cross Parcel Access
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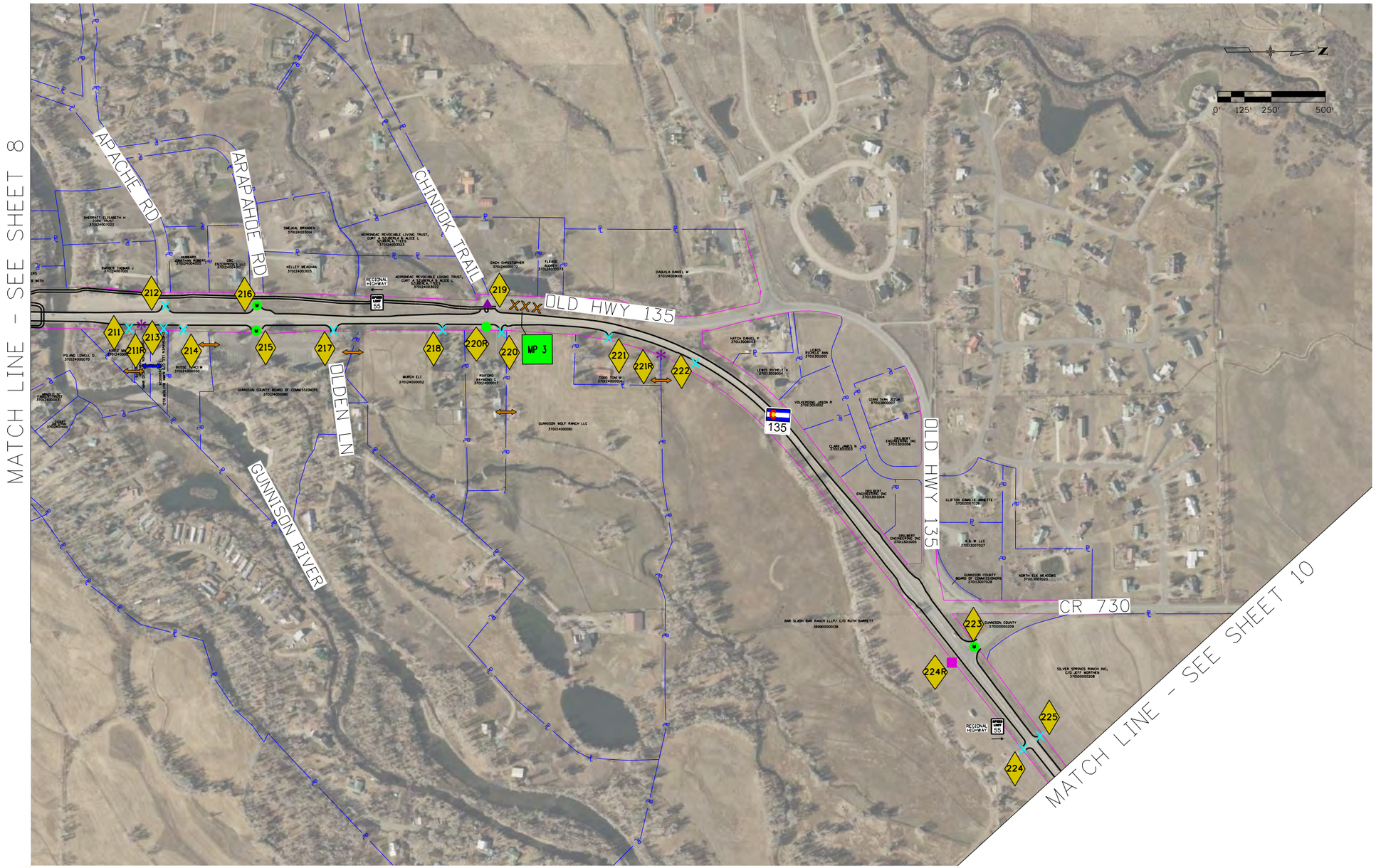
SHEET 8 OF 11



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US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

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- ## Access Point Identification Number
- MP XXX Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- X Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed 3/4 Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- Highway Right-of-Way
- Parcel Line
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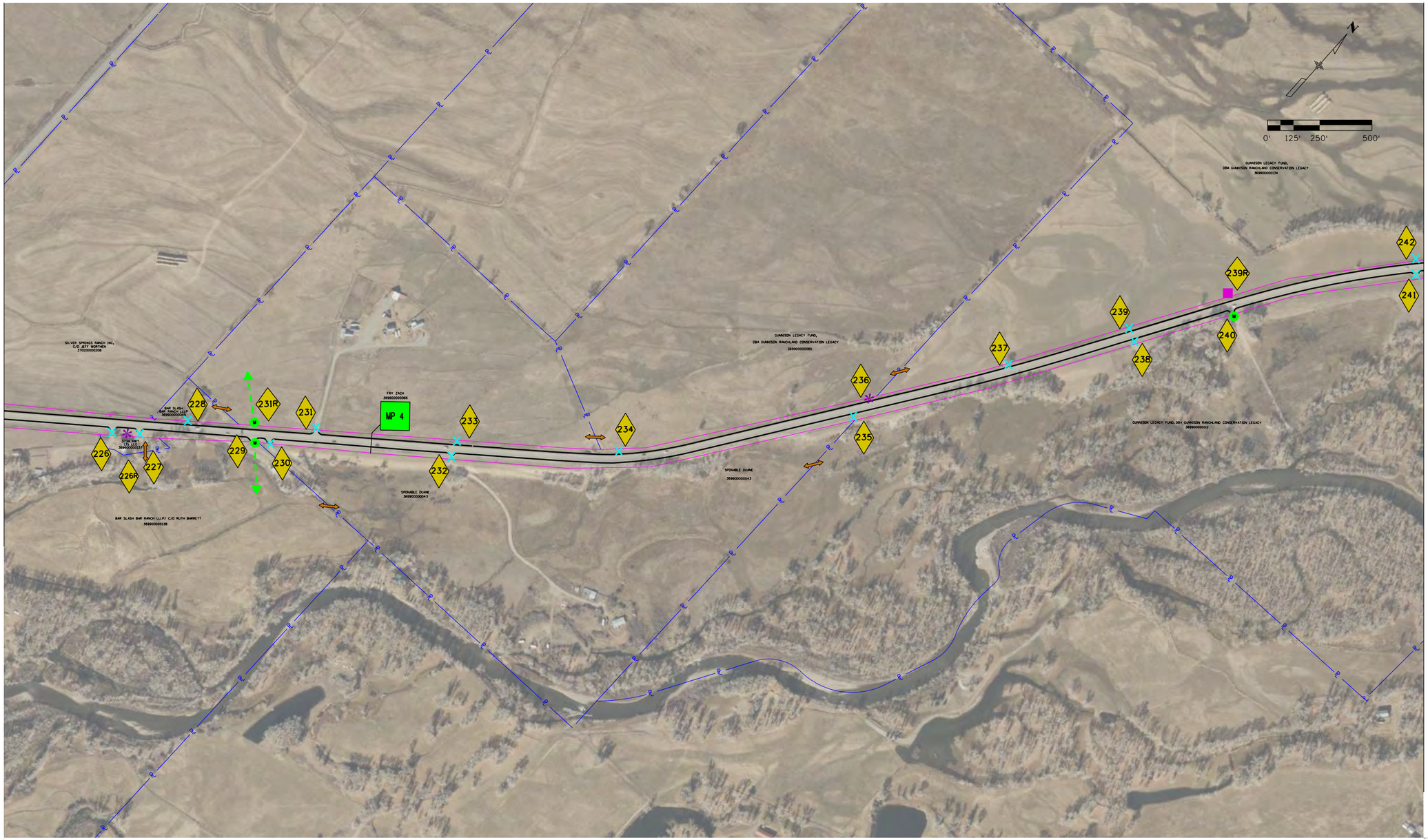

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US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

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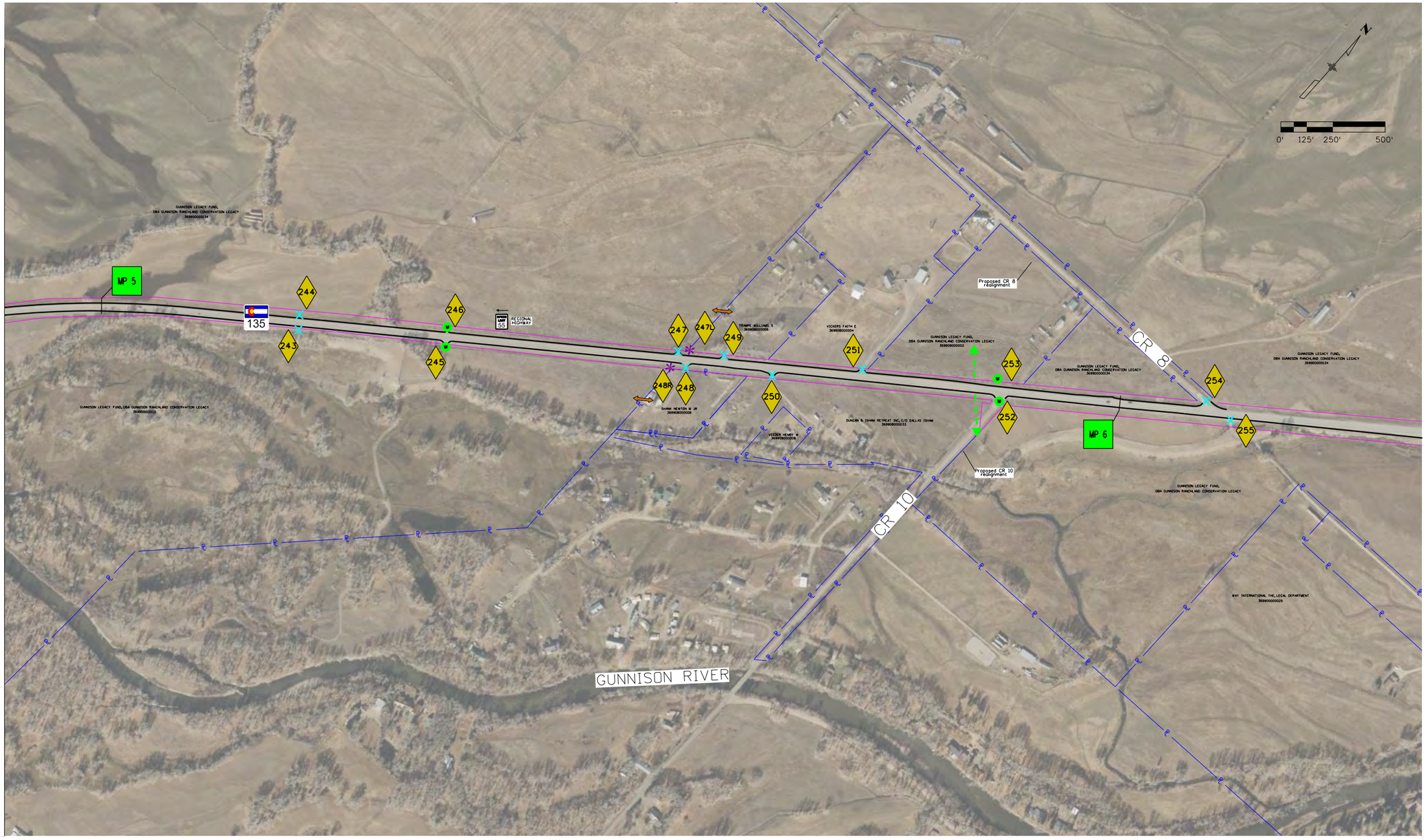
SHEET 10 OF 11



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SHEET 11 OF 11

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Letter Intergovernmental Grant Agreeme

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Colorado Bureau of Investigation

Term Begins: 10/06/2025 **Term Ends:** **Grant Contract #:** 2024-AWA-CBI-012

Summary:

CBI grant for $12k for six mobile ID devices.

Fiscal Impact: 0

Submitted by: Josh Ashe **Submitter's Email Address:** jashe@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 11/25/2025

County Attorney Review: (•) Required ( ) Not Required

Comments:

Two concerns, neither per se legal issue. 1. Requires county to indemnify state, which we contend is not allowed by law. State unlikely to modify however based on past experience. 2. Graph R on page 45 -- ambiguous: "grantee agrees to comply with any additional requirements that may be imposed by the DCJ and/or DOJ . . . during the period of performance for this award[.]" Could be construed as allowing executive order applicability. Neither issue per se legal impediment. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

Docusign Envelope ID: 4585FF9A-41FF-4C6D-B970-DADC2A3CCC25

Grant Award Letter
Intergovernmental Grant Agreement
Cover Page

State Agency
Department of Public Safety,
Colorado Bureau of Investigation

Grantee
Board of County Commissioners of Gunnison County
(Gunnison County Sheriff's Office)

Grantee UEI
NSN9FAGKEDJ9

Is this Award for Research and Development (R&D)? No

Federal Grant Amount
15PSMA-24-GG-01703-AWAX [$12,000.00]
Total for All Federal Funds [$12,000.00]

Grant Number
2024-AWA-CBI-012

Grant Issuance Date
The later of October 6, 2025 or the date the State Controller or an authorized delegate signs this Grant Letter.

Grant Expiration Date
March 31, 2026

Fund Expenditure End Date
March 31, 2026

Agreement Authority
The Colorado Bureau of Investigation is authorized to disburse these funds by Colorado Revised Statute 24-33.5-427.

Project Summary
The purpose of this project is to supply local law enforcement with livescan machines and mobile ID devices, pursuant to implementing SORNA. The CBI will purchase and distribute this equipment via an RFP process. The equipment to be distributed to the Gunnison County Sheriff's Office:

Six (6) mobile ID device(s)

Grant Purpose
The 2024 award is focused on the needs of local law enforcement, who are the agencies responsible for implementing SORN on-the-ground. The Colorado Bureau of Investigation will purchase livescan machines and mobile ID devices and distribute them to the agencies most in need via RFP process.

The selection process addressed responses to a statewide issued RFP. A panel of CBI SMEs considered factors such as a jurisdiction's sex offender registry and population, annual growth of SOR, and age of any current biometric identification equipment. Impartial decisions were made in the distribution of the equipment based on the perceived need calculated by RFP responses.

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Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Sample Option Letter
2. Exhibit B, Grant Requirements
3. Exhibit C, Special Conditions (Adam Walsh Act Implementation Grant Program)
4. Exhibit D, CBI Special Conditions
5. Exhibit E, Statement of Work
6. Exhibit F, Budget
7. Exhibit G, Federal Requirements and State Controller Federal Provisions

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit G, Federal Requirements and State Controller Federal Provisions
2. Exhibit C, Special Conditions (Adam Walsh Act Implementation Grant Program)
3. Exhibit D, CBI Special Conditions
4. Colorado Special Provisions in **§18** of the main body of this Agreement.
5. The provisions of the other sections of the main body of this Agreement.
6. Exhibit B, Grant Requirements
7. Exhibit E, Statement of Work
8. Exhibit F, Budget

Principal Representatives

For the State:
Armando Saldate III, Director
Colorado Bureau of Investigation
Department of Public Safety
690 Kipling Street, Suite 3000
Denver, Colorado 80215-5897
Armando.Saldate@state.co.us

For Grantee:
Laura Puckett Daniels, Chairperson
Board of County Commissioners of Gunnison County
200 East Virginia Avenue
Gunnison, CO 81230
ldaniels@gunnisoncounty.org

Federal Award(s) Applicable to This Grant Award

Federal Award Office
U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART)

Federal Grant Program Name
Support for Adam Walsh Act Implementation Grant Program

Federal Assistance Listing #
16.750

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Federal Funding Source 1
Federal Award Number: 15PSMA-24-GG-01703-AWAX
Federal Award Date: 9/25/2024
Federal Statutory Authority: Adam Walsh Child Protection and Safety Act, 34 U.S.C. § 20901, Title I et seq.
Total Amount of Federal Award (this is **not** the amount of this grant agreement):
$400,000

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Signature Page

The Signatories Listed Below Authorize this Grant

Grantee

Board of County Commissioners of Gunnison County

_____

By: Laura Puckett Daniels, Chairperson

Date: _____

State of Colorado

Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

_____

By: Armando Saldate III, Director,
Colorado Bureau of Investigation

Date: _____

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

State Controller

Robert Jaros, CPA, MBA, JD

_____

By: Teri Sidebottom, Deputy Controller, Colorado Department of Public Safety

Date: _____

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1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date, or issue a grant modification in accordance with **§17.D.**

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory

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manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in **Exhibit E**.

E. **"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.

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

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

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

I. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

L. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

M. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

N. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

O. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

P. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. The Federal agency for this Agreement may be found in the Federal Award(s) Applicable to This Grant Award section of this Agreement, and is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

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Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

T. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

U. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

V. **"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.

W. **"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.

X. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Y. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by

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a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

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

CC. **"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.

DD. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a procurement relationship. The subcontractor provides goods or services for the benefit of the purchaser.

FF. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a grant relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.

GG. **"Subrecipient"** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

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

II. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

JJ. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

KK. **"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 Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit D**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and written approval from the State in the form of a DCJ Form 4-A, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

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If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E** , if applicable. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

6. Reporting - Notification

A. Quarterly Reports

In addition to any reports required pursuant to any Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State

B. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.D**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

C. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the

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Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor or Subgrantee in accordance with the Uniform Guidance, and other State procedure.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors or Subgrantees will or may receive the following types of data, Grantee or its Subcontractors or Subgrantees shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate

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Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee 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. Grantee shall provide the State with access, subject to Grantee'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 Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee 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. After an Incident, Grantee 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.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee 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. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf

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of itself and its employees, the certification as provided by the State on an annual basis Grantee's duty and obligation to certify as set forth by the state and shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subgrantees or Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subgrantees or Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subgrantee or Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee 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 Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantees or Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, 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 agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee 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 agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement 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 agreement or at law. The

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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 grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee 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, Grantee 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 Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee 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 Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee'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 Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as

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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 Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee 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 Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee'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 grantee'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 agreement 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, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the

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instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, 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

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13.**

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

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

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant 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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

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B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter 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.

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to Exhibit A, Sample Option Letter and the State Controller Grant Funding Change Letter to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described Exhibit D, Statement of Work and Exhibit E, Budget based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iii. The State may add or delete the goods/services described Exhibit D, Statement of Work and Exhibit E, Budget as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iv. The State may, at the State's discretion, issue an updated Exhibit D, Statement of Work and Exhibit E, Budget by Option Letter substantially equivalent to Exhibit A, Sample Option Letter to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

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

Any reference in this Grant Award Letter 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 Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or

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hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 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 Grant Award Letter by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Accessibility

i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office Of Information Technology pursuant to §24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology

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pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit G** at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Grant Award Letter shall not be valid until it has been approved by the Colorado State Controller or designee. If this Grant Award Letter is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Award Letter 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 fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter 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.

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

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E. Compliance with Law.

Grantee 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 Grant Award Letter. 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 Grant Award Letter 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 Grant Award Letter that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Grant Award Letter 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 Grant Award Letter shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant Award Letter and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter 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 Grant Award Letter. 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 Grantee's services and Grantee shall not employ any person having such known interests.

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Exhibit A - Sample Option Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

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

Required Provisions:

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

2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to

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[Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.

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

4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement 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 [Enter Section(s) number].

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

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], 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]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

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

State Controller

Robert Jaros, CPA, MBA, JD

By:_____

[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective

Date:_____

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Exhibit B - Grant Requirements

1. Audit Requirements

   A. Due Date

      i) Project Start

      The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

      ii) Project Duration and End

      The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

   B. Report/Audit Type

      i) If your entity expended $750,000* or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

      ii) If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

         a. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.

         b. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

         c. Fiscal years beginning on or after October 1, 2024, shall replace the $750,000 threshold with $1,000,000.

   C. Report/Audit Costs

      The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

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i) does not meet the applicable federal audit or DCJ standards;

ii) is not submitted in a timely manner; or,

iii) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. Failure to Comply

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. Additional Reporting Requirements

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. Financial and Administrative Management

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. Procurement and Contracts

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

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5. Award Change Requests

   Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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Exhibit C – Special Conditions

Grant Specific

The following program specific requirements are imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

☒ 2024 Adam Walsh Act Implementation Grant Program (AWA) Special Conditions

2024 Adam Walsh Act Implementation Grant Program (AWA) Special Conditions - 15PSMA-24-GG-01703-AWAX – 2024

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

    a. New construction

    b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

    c. A renovation that will change the basic prior use of a facility or significantly change its size

    d. Research and technology whose anticipated and future application could be expected to have an effect on the environment

    e. Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

    Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

    Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

    Questions about this determination may be directed to the DCJ.

2. Meaningful access requirement for individuals with limited English proficiency

    The grantee, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits

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discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

3. Requirements related to "de minimis" indirect cost rate

   A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DCJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

4. Requirement for data on performance and effectiveness under the award

   The grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ in the manner (including within the timeframes) specified by DCJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

5. Employment eligibility verification for hiring under the award

   a. The grantee (and any subrecipient at any tier) must–

      i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

      ii. Notify all persons associated with the grantee (or any subrecipient) who are or will be involved in activities under this award of both–

         1. this award requirement for verification of employment eligibility, and

         2. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

      iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

      iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance

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with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

iv. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-

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Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

6. Reclassification of various statutory provisions to a new Title 34 of the United States Code

   On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

7. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

   The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- DOJ considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

8. Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards

   Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the grantee, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

   The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition:

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Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

9. The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

10. To avoid duplicating existing networks or IT systems in any initiatives funded by SMART for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of SMART that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

11. To ensure substantial implementation of SORNA, OJP and the SMART Office require that all fingerprint and palm print equipment (commonly referred to as "Livescan" devices) purchased with grant funds is able to properly transfer information to the Federal Bureau of Investigation's Integrated Automated Fingerprint Identification System (IAFIS). This may be accomplished through a connection with the State system or through another conduit. The grantee agrees to assess and ensure that the system purchased with grant funds can communicate with the system submitting fingerprint data to IAFIS or with the State or other entity's system. Further, any such equipment purchased must meet the quality specifications established by the Federal Bureau of Investigation https://www.fbibiospecs.org/IAFIS/Default.aspx.

12. Justification of consultant rate

    The grantee acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, grantees must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

13. Cooperating with OJP and DCJ Monitoring

    The grantee agrees to cooperate with OJP and DCJ monitoring of this award pursuant to OJP's and DCJ's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The grantee agrees to provide to OJP or DCJ all documentation necessary for OJP or DCJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the grantee agrees to abide by reasonable deadlines set by OJP and DCJ for providing the requested documents. Failure to cooperate with OJP's and DCJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

14. The grantee agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include

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detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts.

15. Limit on use of grant funds for grantees' employees' salaries

    With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the DCJ via DOJ.

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Exhibit D – CBI Special Conditions

Livescan Machine
Terms and Conditions

Scope- This document establishes the rules, responsibilities and expected behavior for agencies that have acquired a **livescan machine**. This includes treatment of the device and the resulting information from its use, as well as system usage, security, and privacy.

Colorado Law Enforcement Agencies that have been given or have purchased livescan machines from the CBI or an approved live scan vendor must follow the following guidelines.

- Agencies are required to:
    - Keep the CBI livescan coordinator updated with the Point of Contact (POC) for the livescan machine.
    - Maintain an updated Appropriate Use Policy that is specific to the livescan Machine.
    - Keep their agency's devices up to date with any software updates that are sent from the CBI or the contracted livescan vendor.
    - Maintain and follow a maintenance service agreement with the livescan vendor for the duration of an agency's possession of the machine.
    - Follow all CJIS Security policies relating to PII and CJI access and dissemination, including but not limited to encryption and screen locks as well as CJIS Security policies relating to media sanitization for end-of-life devices.
    - Following a device's disposal, provide an attestation to the CBI that the device's hard drive had all media removed, by way of sanitization/data wiping, data overwriting, drive degaussing, and/or physical destruction. Data wiping must be completed three (3) times.
    - Ensure that each user of the livescan machine is required to use a unique sign in when logging into the device, this unique login is logged in every fingerprint submission.
    - Contact the CBI or the contracted livescan vendor if the device is stolen, compromised, or malfunctions persistently following troubleshooting.
    - Ensure that all livescans shall follow the technical standards of the CBI Livescan Interface Control Document (ICD).
    - Ensure that livescan machines shall meet the image quality specifications designated by the CBI and FBI, and will be maintained regularly to sustain that image quality.
    - Maintain a rejection rate of less than 2% for agencies submitting fingerprints for employment or licensing purposes.

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An agency takes possession of and accepts all future responsibility of the livescan machine including if the device is lost, stolen or damaged. The livescan machine's listed serial number must be verified and received by the agency, with the transfer letter sent from the CBI or the contracted livescan machine to the agency's POC.

Mobile ID Devices
Terms and Conditions

Scope- This document establishes the rules, responsibilities and expected behavior for agencies that have acquired a **mobile ID device**. This includes treatment of the device and the resulting information from its use, as well as system usage, security, and privacy.

Colorado Law Enforcement Agencies that have been given or have purchased mobile ID devices from the CBI or Idemia must follow the following guidelines.

- Agencies are required to:
    - Keep the CBI MBIS administrators updated with the Point of Contact (POC) for the mobile fingerprint devices
    - Maintain an updated Appropriate Use Policy that is specific to mobile ID devices
    - Keep their agencies' devices up to date with any software updates that are sent from the CBI or Idemia
    - Follow all CJIS Security policies relating to PII and CJI access and dissemination, including but not limited to encryption and screen locks as well as CJIS Security policies relating to media sanitization for end-of-life devices
    - Each user of the mobile ID device is required to use a unique sign in when logging into the computer the device is linked to, this unique login is transmitted onto the device logs
    - If a device is lost or stolen contact the CBI or Idemia with the serial number of the device

An agency takes possession of and accepts all future responsibility of the mobile ID devices including if the device is lost, stolen or damaged. All listed serial numbers have been verified and received by the agency with the transfer letter sent from the CBI or Idemia to the agency's POC.

A one-year warranty is included with all new devices. If the agency wishes to extend coverage, extended warranties are available through Idemia. After the one-year warranty, CBI will attempt to assist with software issues but will not be able to assist with any hardware issues.

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Exhibit E – Statement of Work

Project Summary

The purpose of this project is to supply local law enforcement with livescan machines and mobile ID devices, pursuant to implementing SORNA. The CBI will purchase and distribute this equipment via an RFP process. The equipment to be distributed to the Gunnison County Sheriff's Office:

Six (6) mobile ID device(s)

The 2024 award is focused on the needs of local law enforcement, who are the agencies responsible for implementing SORN on-the-ground. The Colorado Bureau of Investigation will purchase livescan machines and mobile ID devices and distribute them to the agencies most in need via RFP process.

The selection process addressed responses to a statewide issued RFP. A panel of CBI SMEs considered factors such as a jurisdiction's sex offender registry and population, annual growth of SOR, and age of any current biometric identification equipment. Impartial decisions were made in the distribution of the equipment based on the perceived need calculated by RFP responses.

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Exhibit F – Budget

The purpose of this project is to supply local law enforcement with livescan machines and mobile ID devices, pursuant to implementing SORNA. The CBI will purchase and distribute this equipment via an RFP process. The equipment to be distributed to the Gunnison County Sheriff's Office:

Six (6) mobile ID device(s)

	Grant Funds	Cash Match	Project Total
Equipment	$12,000.00	$0	$12,000.00
Total	**$12,000.00**	**$0**	**$12,000.00**

Equipment: Budget & Budget Narrative Details		
Budget Item	Amount to Be Paid by Grant Funds	Budget Narrative and Justification
EQUIPMENT		
Six (6) mobile ID devices 6 @ $2,000 = $12,000.00	$12,000.00	Mobile ID device (IDent 2.0 Solution) w/ mobile Connection Windows Software, USB 2.0 Data Cable, IDent 2.0 Quick Start Guide
Total Non-Personnel	**$12,000.00**	

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Exhibit G – Federal Requirements and State Controller Federal Provisions

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following **DOJ Federal Requirements** document(s) are incorporated herein.

☒ 2024 Federal Requirements

☐ 2023 Federal Requirements

☐ 2022 Federal Requirements

The following federal requirements are required by the **Colorado Office of the State Controller Federal Provisions**. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2025 State Controller Federal Provisions

In the event of a conflict of inconsistency between the DOJ Federal Requirements and the Colorado Office of the State Controller Federal Provisions, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. DOJ Federal Requirements
2. Colorado Office of the State Controller Federal Provisions

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1. Introduction

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

2. Applicability

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: “Recipients of OVW grant dollars only” or “Recipients of OJP grant dollars only”.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

3. Recipient

For the purposes of this document, the term “recipient” refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term “Recipient” and “Grantee” are interchangeable within this Exhibit.

4. Ensuring Compliance of Subgrantees (subrecipients)

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

5. General Conditions

A. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2024, are set out at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, https://www.justice.gov/ovw/award-conditions, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

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B. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the grantee that relate to conduct during the period of performance also is a material requirement of this award.

This paragraph applies to OJP Awards Only

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the grantee, the grantee signature authority accepts all material requirements of the award, and specifically adopts, as if personally executed by the grantee signature authority, all assurances or certifications submitted by or on behalf of the grantee that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the grantee and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

C. Effect of failure to address audit issues

The grantee understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

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D. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of final Financial Report (DCJ Form 1A), unless a different retention period applies -- and to which the grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the grantee is to contact DCJ promptly for clarification.

E. Compliance with DOJ Grants Financial Guide

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

F. Reporting potential fraud, waste, and abuse, and similar misconduct

The grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

G. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

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Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

These three paragraphs apply to OJP Awards Only:

Part 38 also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

Grantees and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

H. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

I. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

This paragraph applies to OJP Awards Only:

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered grantees must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

J. Determination of suitability to interact with participating minors

This condition applies to awards that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm and OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

K. Requirement to disclose whether grantee is designated "high risk" by a federal grant-making agency

If the grantee is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the grantee must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the grantee's past performance, or other programmatic or financial concerns with the grantee. The grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the grantee high risk, 2. The date the grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

L. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

M. Restrictions and certifications regarding non-disclosure agreements and related matters

No grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the grantee —

    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --

a. it represents that--

it has determined that no other entity that the grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

N. Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

O. Requirement to report potentially duplicative funding

If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

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P. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The grantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

Q. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of grantees, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm and the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

R. Potential imposition of additional requirements

The grantee agrees to comply with any additional requirements that may be imposed by the DCJ and/or DOJ (OJP or OVW, as appropriate) during the period of performance for this award, if the grantee is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

S. Requirement to report actual or imminent breach of personally identifiable information (PII)

The grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The grantee's breach procedures must include a requirement to report actual or imminent breach of PII to DCJ no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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T. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

U. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

6. Civil rights requirements associated with DOJ awards

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by

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recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation - Act of 1973, require recipients of federal financial assistance (grantees) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit grantees from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the basis of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help grantees comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Reach out to your DCJ grant manager if you have any questions.

2025 State Controller Federal Provisions

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1

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

2.1.2. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization's operations; and

2.1.8.4. Is not an IHE.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

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2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

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

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

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5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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

6. Reporting.

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

7. Effective Date and Dollar Threshold for Reporting.

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

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

Docusign Envelope ID: 4585FF9A-41FF-4C6D-B970-DADC2A3CCC25

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

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

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

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.frsrs.gov.

9. Procurement Standards.

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

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

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

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

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12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

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

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

15. Event of Default and Termination.

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

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

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the

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purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Certificate Of Completion

Envelope Id: 4585FF9A-41FF-4C6D-B970-DADC2A3CCC25
Status: Sent
Subject: Complete with Docusign: AWA-CBI-012 IGA, Gunnison Co SO.docx
Source Envelope:
Document Pages: 54
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
Drake Brownfield
AutoNav: Enabled
700 Kipling St
EnvelopeId Stamping: Enabled
Lakewood, CO 80215
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
drake.brownfield@state.co.us
IP Address: 165.127.87.1

Record Tracking

Status: Original
Holder: Drake Brownfield
Location: DocuSign
10/27/2025 2:57:01 PM
drake.brownfield@state.co.us
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: CDPS Contracts and Grants
Location: Docusign

Signer Events	Signature	Timestamp
Laura Puckett Daniels, Chairperson ldaniels@gunnisoncounty.org County Commissioner Gunnison County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/18/2025 2:00:30 PM ID: 9b13d66e-538c-482a-b512-fce3e92ad65c		Sent: 10/27/2025 2:59:48 PM Resent: 11/12/2025 10:15:15 AM Resent: 11/18/2025 9:54:01 AM Resent: 11/24/2025 10:33:02 AM Viewed: 11/24/2025 11:06:41 AM
Armando Saldate III, Director armando.saldate@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/20/2025 10:55:42 AM ID: 6210a291-dfbf-4f45-87d2-993b86087874		
Teri Sidebottom teri.sidebottom@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 2:59:48 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

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

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

To request paper copies from CDPS Contracts and Grants

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

To withdraw your consent with CDPS Contracts and Grants

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Childhood Injuries and Fataliti

Action Requested:

Parties to the Agreement: Approval

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This funding is offered to support the prevention of child injury and fatality and firearm injury

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/8/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

Childhood Injuries and Fatalities by Firearm Mini Grant Application

The Office of Gun Violence Prevention within the Colorado Department of Public Health and Environment (CDPHE) is now accepting applications for new mini-grants that will fund projects to prevent childhood firearm fatalities across Colorado.

The maximum allocation is $10,000 per organization, and CDPHE plans to award a maximum of $200,000 in total funding. This initiative is designed to help communities implement data-informed or evidence-based interventions to reduce childhood firearm-related injuries and deaths in Colorado. It is informed by the Childhood Fatality Prevention System data and recommendations. Priority will be given to those proposing innovative ideas or enhancing existing initiatives. Funding is available on a first-come, first-served basis.

Applications are reviewed and awarded on a rolling basis. Due to limited funding, the office encourages organizations to submit their applications as soon as possible. The program will close on January 31, 2026, or when all funds have been awarded, whichever comes first.

Local Public Health Agencies, local education providers, and nonprofits with 501c3 designation whose mission includes gun violence prevention are eligible and encouraged to apply.

The grant is cost-reimbursable only; recipients must cover expenses upfront and submit a request for reimbursement by June 30, 2026.

Examples of strategies that the funds may be used for include, but are not limited to:

- Outreach, education, and/or facilitation of secure firearm storage benefitting families with firearms in the home.
- Enhancement of community-driven efforts (e.g., coalitions partnering with firearm businesses) supporting children in the applicant's communities.
- Education about state and federal laws and existing resources relating to child gun injury and violence prevention.

Please note:

- All costs must relate to the prevention of firearm-related childhood injury/death.
- This funding can only reimburse approved activities that occur between the date funding is formally awarded and June 30, 2026.

- The primary project contact must report on successes and outputs upon completion of the project.
- The following costs are unallowable: Alcoholic beverages, entertainment costs, gift cards, and costs of goods or services for personal use.*

*Reach out to Lisa Ciazza, OGVP grants program coordinator at lisa.ciazza@state.co.us to request the full list of unallowable costs.

Questions preview:

Fiscal questions are required at the beginning of this form. It is recommended the agency representative with fiscal or accounting responsibility review and provide "test" answers in Section A for awareness on the answers required. The project budget is required in Section B.

- Section A: Financial Risk Assessment questions.
- Section B: CDPHE-approved budget template - please upload using Excel or PDF format only.
- Section C:
- Contact information, including title/role, agency name, contact number for agency and if your agency has received a OGVP mini-grant before.
- Section D:
- Description of the firearm-related problem affecting youth 0-18 that your project addresses.
- Description as to why this problem is a significant issue in.your.community.
- Choice of an intervention strategy and general solution proposed.
- Description as to how your project will elevate or enhance an existing initiative.
- Section E:
- Description of one Specific, Measurable, Achievable, Relevant, and Time-bound (SMART) objective you plan to accomplish with this funding.
- Description as to how you will track and/or measure that this objective is met.
- Choice of relevant challenges you anticipate.

- Optional question - Consideration of what would you propose to reduce childhood or youth firearm related injuries and deaths in your community if you had an unlimited funds.

Gunnison County HHS
Budget for Project Plan

Hard Sided Gun Safe:	$4,000
Full face bike helmets:	$1,000
Life Jackets	$500
Lockboxes	$1,500
Car Seats various sizes	$1,000
Community Education	$2,000
	$10,000

Project plan
Collaborate with Grasp, GCSAPP, and Gunnison Valley Health Trauma Coordinator to provide education and resources topics include, but are not limited to:

New Colorado Gun Laws
Family Friendly Gun Safety
Bike Safety
ATV Education
Car Seat Safety

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #2; 2023*0026; Colorado Departm

Action Requested: County Manager Signature

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

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is a contract amendment with a reduced funding amount due to the Governor's budget cut to Local Public Health funding ($3.3 million statewide). Initial Term

Fiscal Impact: Cut to Local Public Health funding ($3.3 million statewide)

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/8/2025

County Attorney Review: (•) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

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Division Quality Assurance Checklist

Contract Modifications

Template	
Current version of contract modification template used. Check PCS site for current version. Version number appears in footer.	X
Formatting	
Correct font used	X
Sections and provisions identified with correct letters and numbers	X
Paragraphs are aligned	X
Has accurate page numbers	X
Metadata	
Amendment/Option Letter correctly numbered (e.g. #1, #2, #3)	X
Original Contract Number	
Matches the actual Original Contract	X
Matches the Original Contract number in the Contract Maximum Amount Table	X
Contractor	
Contractor name and address matches SOS, Master LPHA list, or other reputable source if an intergovernmental entity	X
If dba, trade name matches SOS	X
Amendment/Option Letter Contract Number	
Follows PCS guidance	X
Is accurate	X
Matches the Amendment/Option Letter contract number in the Contract Maximum Amount Table	X
Contractor Performance Beginning Date	
Matches the beginning date of the Original Contract	X
Current Contract Expiration Date	
Matches the last date in the Contract Maximum Amount Table	X
Contract Maximum Amount Table	
Federal, State, and Other Funding Amounts are populated with $0.00 if applicable	X
Term dates have been updated to reflect effective dates and expiration dates of each modification	X
Each line is added across and the total for the line appears in the Total column	X
Columns and rows calculate correctly	X
Amounts match amounts in the budget exhibit	X
Signature Block	
Contractor name completed	X
Contractor name matches cover page of contract modification	X
Footer	
Amendment/Option Letter contract number completed	X
Amendment/Option Letter contract number matches cover page of contract modification	X

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Main Body of Amendment/Option Letter	
All exhibits identified in the provisions match the names on the actual exhibits	X
Exhibit A, Additional Provisions	
Contract number completed in footer	n/a
Has accurate page numbers	n/a
Exhibit B, Statement of Work	
Has been delegate approved	X
If applicable, contractor name matches contractor name on the cover page of the contract	X
If applicable, project name/title matches all other occurrence of the project name/title throughout the contract	X
Contract number completed in footer	X
Has accurate page numbers	X
Exhibit C, Budget	
Has been delegate approved	X
Verify dollar amounts match the dollar amounts of the cover page	X
If applicable, contractor name matches contractor name on the cover page of the contract	X
If applicable, project name/title matches all other occurrence of the project name/title throughout the contract	X
Contract number completed in footer	X
Has accurate page numbers	X
Exhibit D, Federal Provisions	
Completed for subrecipients. Not required for contractors.	n/a
All fields are completed or contain not applicable	n/a
A link to the notice of award is included or the actual notice of award is included as part of Exhibit D	n/a
Subrecipient name matches cover page of contract	n/a
Contract number completed in footer	n/a
Has accurate page numbers	n/a
All Other Exhibits	
All fields completed	n/a
Contract number completed in footer	n/a
Has accurate page numbers	n/a

Docusign Envelope ID: A0647F68-E86D-4AD4-BB13-75D73F9DA8AD

CONTRACT MODIFICATION SUBMITTAL CHECKLIST

Contractor/Subrecipient Name **Gunnison County Dept of Health and Human Services**

☐ All Contractor name occurrences and Secretary of State Status Summary Page match exactly

Modification Routing # **2023*0026** Amendment #2 **Original Routing # 2023*0026**

CORE # 2023*0026 or ☐ **NO ENCUMBRANCE**

Modification Start Date 7/1/2025 **Modification End Date** 6/30/2026

SOW Modification Pre-Approval or Regents Pre-Review (AMD) - OnBase Approval # N/A

Division Acronym	ADMIN	**Unit Acronym**	OPHP
Submitter Name	Virgile Samba-Moussinga	**Email**	virgile.samba-moussinga@state.co.us
SOW Delegate Name	Virgile Samba-Moussinga	**Email**	virgile.samba-moussinga@state.co.us

Purpose(s) of Modification (Select all that apply)

☐X **Scope of Work** ☐X **Budget** ☐X **Renewal** ☐ **No Cost** ☐ **Assignment** ☐ **Other** If 'Other'

Modification DOCUMENT TYPE	Select Only One		
	A	**B**	**C**
A. Amendment	☐X		
B. Option Letter		☐	
C. Assignment			☐

Modification – DocuSign Backup Documents **Include requested backup documents (as required) and contract in DocuSign envelope in order from 1-11.**	**Mark all that apply for the selected Document Type.** **A**	**B**	**C**
1. Contract Modification Quality Assurance Checklist	☐X	☐	☐
2. Contract Modification Submittal Checklist	☐X	☐	☐
3. Cover Page of original contract document and cover page of most recent assignment, if applicable	☐X	☐	☐
4. If Subrecipient, Pre-Award Financial Risk Assessment # (See Internal Audit Site) Enter # (Renewal required each year)	☐	☐	
5. Insurance Certificate(s) ***** Insurance Policy Dates must be current on effective date of contract ***** If Assignment, Certificate of Insurance (COI) for Assignee only. **NOT** required for Interagency Agreement or Intergovernmental Contract. **Waiver - OnBase Approval ID#** Enter # **Insurance Waiver Type:** Enter Type of Waiver Granted	☐	☐	☐
6. ☐ **Sole Source REVISION (**Modification required when increased amount, change in SOW, or date change) *New* **PCS Sole Source Request #** Enter PCU Request # *New* **PCS Sole Source Term** Select SS Term Start Date to Select SS Term End Date *New* **NPSS1 #** Enter NPPSS1 #	☐	☐	
7. Secretary of State Status Summary Page (Amendment or Option Letter for a new term) (Must state the entity is in 'good standing') (If Assignment, SOS for Assignee only; **NOT** required for Interagency Agreement, Intergovernmental Contract)	☐	☐	☐
If 'Doing Business As' (dba), Secretary of State Status Summary Page for dba	☐	☐	☐
8. Signature Authority Letter or Corporate Documentation (If contract signed by other than apparent authority) (See OSC Policy Signature Authority Delegation)	☐		☐
9. SAM Exclusion Summary Page (Record verified and no exclusions/restrictions) (See SAM Verification Guidance) (If Assignment, SAM for Assignee only; **NOT** required for Interagency Agreement Contract or LPHA)	☐	☐	☐
10. Contract Modification (cover page, signature page, main body)	☐X	☐	☐
11. Contract Modification Exhibits (as shown on cover page of modification being submitted)	☐X	☐	☐

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CMS RECORD Required for contracts $100,000 over the life of the contract	(X) = Completed
1. Record Type – Record type chosen is 'Modification'.	☐
2. Linked Record – Record is linked to the Master Record ONLY.	☐
3. Record Title – Title follows the naming convention for a Modification to a Master Record.	☐
4. Data Field: Vendor Name – Has been selected in the 'Contractor/Vendor' field.	☐
5. Data Fields: If this Modification is to renew or extend a contract, has the contractor's work to date been certified as complying with the terms of the contract AND the Master CMS contract record updated? Choose 'Yes' when renewing or extending the expiration date and enter 'Yes' in the corresponding field in the Master Record. **If the Modification is not to renew or extend**, choose 'N/A' and do not make any changes in the corresponding field in the Master Record.	☐
6. Data Field: Certification – If applicable, enter date of MOST RECENT annual certification of contractor work – **If contract has been renewed or extended**, enter expiration date of the contract. We are using the expiration date of the contract to represent the last contractor performance evaluation of the contract period (quarterly or 3x per year). **If the Modification is not to renew or extend**, leave blank. If the corresponding field in the Master Record is set to 'Yes' as a result of a previous renewal/extension, do not change it.	☐
7. Data Fields: All other relevant data fields are completed per CDPHE protocol.	☐
8. Update Master Record – Cumulative Dollar Amount, Latest Performance End Date, and Recertification data fields have been updated as applicable.	☐

NOTES:
Click here to enter text

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment Office of Public Health Practice, Planning & Local Partnerships 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333
Master Task Order Contract Number 23 FAA 00023 **Task Order Number** 2023*0026	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** July 1, 2022
Task Order Maximum Amount **Initial Term** State Fiscal Year 2023 $142,835.00 Total for All State Fiscal Years $142,835.00	**Task Order Expiration Date** **June 30, 2023** 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.
Pricing/Funding Price Structure: Fixed Price **Contractor Shall Invoice:** Quarterly **Funding Source:** Federal $15,726.00 State $127,109.00	**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)**:** Enter Program specific **Procurement Method:** Exempt **Solicitation Number (if any):** Not Applicable
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	**Contractor Representative** Joni Reynolds Health and Human Services Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Statement of Work Exhibit B Budget Exhibit C Federal Provisions	
Contract Purpose **The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.**	

Docusign Envelope ID: A0647F68-E86D-4AD4-BB13-75D73F9DA8AD

State of Colorado Contract Modification
Contract Amendment #2

State Agency

Colorado Department of Public Health and Environment

Contractor

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

Original Contract Number

2023*0026

Amendment Contract Number

2023*0026 Amendment #2

Contract Performance Beginning Date

January 1, 2023

Current Contract Expiration Date

June 30, 2026

Current Contract Maximum Amount

Initial Term
State Fiscal Year 2023: $142,835.00

Extension Terms
State Fiscal Year 2024: $74,757.00
State Fiscal Year 2025: $143,525.00
State Fiscal Year 2026: $109,344.00
Total for All State Fiscal Years:
$470,461.00

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

Contractor

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

By: Matthew Birnie County Manager

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

By: Kurt Williams, Controller

State of Colorado

Jared S. Polis, Governor

Colorado Department of Public Health and Environment

Jill Hunsaker Ryan, MPH, Executive Director

By: Chelsea Gilbertson, Procurement & Contracts Section Director

Date: _____

Amendment Effective Date:

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

Docusign Envelope ID: A0647F68-E86D-4AD4-BB13-75D73F9DA8AD

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

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

4. Purpose

The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

5. Modifications

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

A. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

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B. The Parties now agree to modify Exhibit A – Statement of Work of the agreement. Exhibit A – Statement of Work is deleted and replaced in its entirety with Exhibit A – Statement of Work, attached to this Amendment.
C. The Parties now agree to modify Exhibit B – Budget of the agreement. Exhibit B – Budget is deleted and replaced in its entirety with Exhibit B – Budget, attached to this Amendment.

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.

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EXHIBIT A

STATEMENT OF WORK

To Original Contract Number 2023*0026 Amendment #2.

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

I. Entity Name: Gunnison County Department of Health and Human Services
Term: July 1, 2025 - June 30, 2026

II. Project Description

This project serves to strengthen Colorado's public health system by ensuring core public health services are available statewide. This project will impact assessment and planning efforts at the state, regional, and local levels facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health. Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment (CDPHE) in maintaining a strong public health system. Each local public health agency (LPHA) shall provide Core Public Health Services. The scope of the provision of each Core Public Health Service is determined at the local level and may differ across agencies based on community needs, priorities, funding, and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are responsible for assuring state funds are effectively used to provide Core Public Health Services.

III. Definitions

1. CDS: CYSHCN Data System
2. CYSHCN: Children and Youth with Special Health Care Needs
3. HCP: Program for Children and Youth with Special Health Care Needs

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IV. Work Plan

Docusign Envelope ID: A0647F68-E86D-4AD4-BB13-75D73F9DA8AD

Goal #1:
Strengthen Colorado's public health system by ensuring core public health services are available statewide.

Objective #1:
No later than the expiration of the contract, support Core Public Health Services in Colorado.

Primary Activity #1
The Contractor shall provide Core Public Health Services in compliance with the Core Public Health Services Rule 6 CCR 1014-7.

Primary Activity #2
The Contractor shall create a Budget.

Primary Activity #3
The Contractor shall attend at least one (1) meeting with the Administrative Manager for programmatic updates.

Primary Activity #4
The Contractor shall prepare an annual report.

Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.

2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website https://cdphe-lpha.colorado.gov/ and is incorporated and made part of this contract by reference.

3. The Contractor shall be guided by Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.sos.state.co.us/CCR/Welcome.do.

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4. The Contractor shall contribute funding for local health services determined necessary by the Contractor to meet local health needs.

5. CDPHE will compile data provided by the Contractor to other CDPHE programs to verify services provided or assured.

6. CDPHE will electronically provide the Contractor with a budget template via the OPHP website within 15 business days of contract execution.

7. If needed, CDPHE will schedule at least one (1) meeting with the Contractor for programmatic updates by June 15, 2025. CDPHE will notify the Contractor of the programmatic meeting at least seven business days before the meeting date.

Expected Results of Activity(s)

1. Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.

Measurement of Expected Results

1. Data provided in the Contractor's annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.

Deliverables

Description	Completion Date
1. The Contractor shall electronically submit a budget to the Administrative Manager in a format provided by OPHP.	No later than January 2nd.
2. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by OPHP.	No later than June 15th.

V. 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' Administrator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at

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set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance

The Contractor will be notified in writing within seven (7) calendar days of discovery of a compliance issue. Within thirty (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 require an extension to the timeline, the Contractor must email a request to the Administrator in the Office of Public Health Practice, Planning, and Local Partnerships 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.

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EXHIBIT B

BUDGET

I. Entity Name: Gunnison County Department of Health and Human Services

II. Budget:

Quarter	Local Planning and Support Amount	**TOTAL Payment**
July 1 through September 30	$31,923.50	$31,923.50
October 1 through December 31	$25,806.50	$25,806.50
January 1 through March 31	$25,806.50	$25,806.50
April 1 through June 30	$25,807.50	$25,807.50
Total	$109,344.00	$109,344.00

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment Office of Public Health Practice, Planning & Local Partnerships 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333
Master Task Order Contract Number 23 FAA 00023 **Task Order Number** 2023*0026	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** July 1, 2022
Task Order Maximum Amount **Initial Term** State Fiscal Year 2023 $142,835.00 Total for All State Fiscal Years $142,835.00	**Task Order Expiration Date** **June 30, 2023** 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.
Pricing/Funding Price Structure: Fixed Price **Contractor Shall Invoice:** Quarterly **Funding Source:** Federal $15,726.00 State $127,109.00	**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)**:** Enter Program specific **Procurement Method:** Exempt **Solicitation Number (if any):** Not Applicable
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	**Contractor Representative** Joni Reynolds Health and Human Services Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Statement of Work Exhibit B Budget Exhibit C Federal Provisions	
Contract Purpose **The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.**	

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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:** 2023*0026
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:** 2023*0026 Amendment #1
Contract Performance Beginning Date: July 1, 2022	**Current Contract Expiration Date:** June 30, 2025

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*0026	$15,726.00	$127,109.00	$0.00	7/1/2022 - 6/30/2023	$142,835.00
Option Letter #1	2023*0026 Option Letter #1	$15,726.00	$59,031.00	$0.00	7/1/2023 - 6/30/2024	$74,757.00
Amendment #1	2023*0026 Amendment #1	$15,726.00	$127,799.00	$0.00	7/1/2024 - 6/30/2025	$143,525.00
					Current Contract Maximum Cumulative Amount	**$361,117.00**

DocuSign Envelope ID: 6FC51C07-1EE8-48D7-90FA-C42A7BF1526D

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.

CONTRACTOR
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

DocuSigned by:
D9072877079D4CD...

By: Signature

Jonathan D. Houck

Name of Person Signing for Contractor

Chair-Gunnison County BOCC

Title of Person Signing for Contractor

Date: 2024-06-14

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:
Chelsea Gilbertson
2C13912416524B1...

By: Signature

Chelsea Gilbertson

Name of Executive Director Delegate

Procurement & Contracts Section

Title of Executive Director Delegate

Date: 2024-06-18

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jannette Scarpino
8CA04B14546748A...

By: Signature

Jannette Scarpino

Name of State Controller Delegate

Chief Financial Officer

Title of State Controller Delegate

Amendment Effective Date: 2024-06-18

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment Office of Public Health Practice, Planning & Local Partnerships 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333
Master Task Order Contract Number 23 FAA 00023 **Task Order Number** 2023*0026	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** July 1, 2022
Task Order Maximum Amount **Initial Term** State Fiscal Year 2023 $142,835.00 Total for All State Fiscal Years $142,835.00	**Task Order Expiration Date** **June 30, 2023** 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.
Pricing/Funding Price Structure: Fixed Price **Contractor Shall Invoice:** Quarterly **Funding Source:** Federal $15,726.00 State $127,109.00	**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)**:** Enter Program specific **Procurement Method:** Exempt **Solicitation Number (if any):** Not Applicable
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	**Contractor Representative** Joni Reynolds Health and Human Services Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Statement of Work Exhibit B Budget Exhibit C Federal Provisions	
Contract Purpose **The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.**	

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

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

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.
3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller.

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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 **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**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
By: Signature	By: Signature
Jonathan Houck Name of Person Signing for Contractor	Name of Executive Director Delegate
Chairperson, Gunnison County Board of County Commissioners Title of Person Signing for Contractor	Title of Executive Director Delegate
Date: 5-17-2022	Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date:

--Signature Page End--

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EXHIBIT A

STATEMENT OF WORK

To Original Contract Number 2023*0026

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

1. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services, which includes Maternal and Child Health (MCH), within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

2. Definitions:

a. CDPHE: Colorado Department of Public Health and Environment
b. CDS: CYSHCN Data System
c. CYSHCN: Children and Youth with Special Health Care Needs
d. HCP: Program for Children and Youth with Special Health Care Needs
e. MCH: Maternal and Child Health
f. OPHP: Office of Public Health Practice, Planning, and Local Partnerships

3. Work Plan:

a. Local Core Public Health Services

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
Primary Activity #1	The Contractor shall provide or assure the provision of Core Public Health Services within their jurisdiction.
Sub-Activities #1	1. The Contractor shall comply with the *Core Public Health Services Rule 6 CCR 1014-7*. These documents are incorporated and made part of this contract by reference and are available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do.
Primary Activity #2	The Contractor shall prepare a report.
Sub-Activities #2	1. The Contractor shall prepare an annual report.

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Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference. 3. The Contractor shall be guided by *Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9*. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do. 4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs. 5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.	
Expected Results of Activity(s)	Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.	
Measurement of Expected Results	1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.	
		Completion Date
Deliverables	1. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by OPHP.	No later than June 15

B. Maternal and Child Health Services

Goal #1: Promote healthy outcomes for Colorado women, children and youth.	
Objective #1: No later than the expiration of the contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.	
Primary Activity #1	The Contractor shall implement evidence-based strategies to improve maternal and child health, including CYSHCN.
Sub-Activities #1	1. The Contractor shall complete the electronic, CDPHE-provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS. 2. The Contractor shall implement their CDPHE approved local plan submitted within the agency's MCH Planning Form. 3. The Contractor shall complete the electronic, CDPHE-provided MCH Annual Reporting Form.

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Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor's work shall be guided by the OPHP MCH 2023-2027 Planning Guidance for Local Public Health Agencies. This information is located on the MCH website www.mchcolorado.org and incorporated and made part of this contract by reference. 3. The Contractor shall either a. participate in the Mid-Year check-in call or b. complete an electronic, CDPHE-provided Mid-Year check-in form 4. CDPHE will provide the electronic program templates for the implementation of work represented in this contract: a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due. b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due. c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due. 5. Contractors receiving greater than $40,000 in MCH Block Grant Funding, shall either a. implement HCP, a Program for Children and Youth with Special Health Care Needs, or b. implement another approved CYSHCN activity within their agreed upon jurisdiction.	
Expected Results of Activity(s)	Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction	
Measurement of Expected Results	The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply. 1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic Mid-Year Check-in Call or Form. 2. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic MCH Annual Reporting Form.	
		Completion Date
Deliverables	1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than August 15
	2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)	No later than December 30
	3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than May 31

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's Contract Monitor.

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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 **seven (7)** calendar days of discovery of a compliance issue. Within **thirty (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 time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the time line, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

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EXHIBIT B

BUDGET

I. Entity Name: Gunnison County Dept of Health and Human Services

II. Budget:

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	**TOTAL Payment**
July 1 through September 30	$31,777.00	$3,932.00	$35,709.00
October 1 through December 31	$31,777.00	$3,932.00	$35,709.00
January 1 through March 31	$31,777.00	$3,932.00	$35,709.00
April 1 through June 30	$31,777.00	$3,932.00	$35,709.00
Total	$127,109.00	$15,726.00.00	$142,835.00

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Exhibit C

Federal Provisions - Maternal and Child Health Services

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 DUNS number: 133115220
   c. The Federal Award Identification Number (FAIN) is **B0445202.**
   d. The Federal award date is **10/13/2021**.
   e. The subaward period of performance start date is **07/01/2022** and end date is **06/30/2023**.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
10/1/2021 - 9/30/2023	**$1,285,834.00**	**$1,285,834.00**

   g. Federal award title of project or program: **Maternal and Child Health Services**.
   h. The name of the Federal awarding agency is: **Department of Health and Human Services** and the contact information for the awarding official is Debra Wagler dwagler@hrsa.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 Rachel Hutson, Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.994** and the grant name is **Maternal and Child Health Services Block Grant to the States**.
   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 the 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.

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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

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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.

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17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

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STATE OF COLORADO
MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**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
Master Task Order Contract Number: 23 FAA 00023	**Master Task Order Contract Performance Beginning Date:** The later of the Effective Date or July 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	**Initial Contract Expiration Date:** June 30, 2027
The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order	
Principal Representatives: **For the State:** Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	**For Contractor**: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
Contract Purpose: The intent of this Master Task Order Contract ("Contract") is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.	

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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
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

DocuSigned by:
D9072877079D4CD...
By: Signature

Jonathan Houck
Name of Person Signing for Contractor

Chair-Gunnison BOCC
Title of Person Signing for Contractor

Date: 2022-04-05

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:
Lisa McGovern
2EDF870A1A7D4FC...
By: Signature

Lisa McGovern
Name of Executive Director Delegate

Procurement & Contracts Section Director ft
Title of Executive Director Delegate

Date: 2022-04-05

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Andi Hardy
AC2AC54280C6401...
By: Signature

Andi Hardy
Name of State Controller Delegate

Controller
Title of State Controller Delegate

Effective Date: 2022-04-25

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

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i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.

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

H. "**End of Term Extension**" means the time period defined in **§2.D**.

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

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

K. "**Extension Term**" means the time period defined in **§2.C.**

L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.

M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. **[Insert Federal Awarding Agency's Full Legal Name and Acronym]** is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.

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

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

P. "**Initial Term**" means the time period defined in **§2.B**.

Q. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

R. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

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

T. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

U. "**Project**" means the Work that is included in a Task Order.

V. **"Recipient"** means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.

W. "**Services**" means the Services to be performed by Contractor as set forth in this Contract, and shall include any Services to be rendered by Contractor in connection with the Goods.

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

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

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

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

BB. **Sub-Award**" means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

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CC. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

DD. **"Subrecipient"** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

EE. "**Task Order**" means a document issued in accordance with **§4.B** of this Contract that specifically describes the Work to be performed on a Project.

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

GG. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. "**Work**" means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.

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

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

4. STATEMENT OF WORK AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and

ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

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

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

i. Task Order Development

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

ii. Task Order Issuance

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

iii. Task Order Completion

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

iv. Task Order Modifications

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

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

v. Task Order Termination

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

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

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

ii. Interest

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

iii. Payment Disputes

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

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concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

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

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

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

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three (3) years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

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

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C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the Services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

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B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

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iii. Automobile Liability

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

iv. Protected Information

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

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

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

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G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

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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.

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d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to

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another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

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B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

16. GOVERNMENTAL IMMUNITY

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

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

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B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications

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permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

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Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. Applicability

This entire **§18.S** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

T. Media or Public Announcements

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

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

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

U. Stop Work Order

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

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

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

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

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

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

W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

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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

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has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Services and Contractor shall not employ any person having such known interests.

20. SAMPLE OPTION LETTER

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	**Task Order Contract Number:** **Insert CMS Number of the Master Task Order Contract**
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Option Letter Number:** Insert Contract Number
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year	**Task Order Expiration Date** **Month Day, Year**

CONTRACT MAXIMUM AMOUNT TABLE

Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

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SIGNATURE PAGE

STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director _____ By: Signature _____ Name of Executive Director Delegate _____ Title of Executive Director Delegate Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** _____ By: Signature _____ Name of State Controller Delegate _____ Title of State Controller Delegate Option Effective Date:_____

--Signature Page End--

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EXHIBIT 1 – SAMPLE TASK ORDER

<table>
<tr>
<td>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</td>
<td>Contractor
Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...</td>
</tr>
<tr>
<td>Master Task Order Contract Number
Insert CMS Number of the Master Task Order Contract

Task Order Number
Insert CMS number or Other Contract Number</td>
<td>Task Order Performance Beginning Date
The later of the Task Order Effective Date or Month Day, Year</td>
</tr>
<tr>
<td>Task Order Maximum Amount
Initial Term
State Fiscal Year 20xx $0.00

Extension Terms
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00

Total for All State Fiscal Years $0.00</td>
<td>Task Order Expiration Date
Month Day, Year

Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</td>
</tr>
<tr>
<td>Pricing/Funding
Price Structure: Choose type
Contractor Shall Invoice: Choose frequency
Funding Source:
Source $ Amount
Source $ Amount
Source $ Amount</td>
<td>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): Enter Program specific

Procurement Method: Select
Solicitation Number (if any): Enter Solicitation #</td>
</tr>
<tr>
<td>State Representative
Enter Representative’s Name
Title
Division, Unit
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246
Email</td>
<td>Contractor Representative
Enter Contractor Representative’s Name
Title
Entity Name
Address
Address
Email</td>
</tr>
<tr>
<td colspan="2">Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:
Exhibit A Additional Provisions
Exhibit B Statement of Work
Exhibit C Budget
Exhibit D Federal Provisions
Exhibit E HIPAA Business Associate Agreement (If applicable.)
Enter any other exhibits in alphabetical order</td>
</tr>
<tr>
<td colspan="2">Contract Purpose
Briefly describe the Task Order's purpose.</td>
</tr>
</table>

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

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

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.
3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller.

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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 **INSERT-Legal Name of Contractor**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End--

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EXHIBIT A

ADDITIONAL PROVISIONS

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

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

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

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

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

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

   Mail to:

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

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

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

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

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

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

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2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have ***** (**)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within ***** (**)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed ***** (**)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (**) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

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

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

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

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

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

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EXHIBIT B

STATEMENT OF WORK

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

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

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

I. Entity Name: This section is **OPTIONAL.**
Term: This section is **OPTIONAL.**

II. Project Description:
This section is **REQUIRED**.

III. Definitions:
This section is **OPTIONAL**.

IV. Work Plan:

This section is **REQUIRED**. Insert work plan table here.

V. Key Personnel:
This section is **OPTIONAL.**

VI. Monitoring:
This section is **REQUIRED**.

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

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

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

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EXHIBIT C

BUDGET

COLORADO
Department of Public Health & Environment

Contractor Name		**Program Contact Name, Title, and Email**	
Budget Period		**Fiscal Contact Name, Title, and Email**	
Project Name		**Contract (CT or PO) Number**	

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from CDPHE**
Total Personal Services (including fringe benefits)					**$0.00**
Personal Services - Hourly Employees					
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # Hours on Project**	**Total Amount Requested from CDPHE**
Total Personal Services (including fringe benefits)					**$0.00**

Supplies & Operating Expenses				
Item	**Description of Item**	**Rate**	**Quantity**	
Total Supplies & Operating Expenses				**$0.00**
Travel				

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

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Exhibit D

Federal Provisions - Enter title of project or program from NOA

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

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

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

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

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

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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.

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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.

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

EXHIBIT END

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[TO BE DELETED IF NOT APPLICABLE] **Exhibit E**

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

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ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

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

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

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

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

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

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

d. Business Associate's Subcontractors.

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

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

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

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

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

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

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such

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incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

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ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

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Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

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iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

    i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Highway Users Tax Fund Certification; Col

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the annual certification of the road miles in Gunnison County. There are no additions or deletions in this year's report.

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/9/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

12/9/2025

Colorado Department of Transportation

Gunnison Co Signature Sheet

FIPS Code : 051

230.760 miles of arterial streets

611.890 miles of local streets

842.650 total miles of H.U.T. eligible streets

181.120 miles of non H.U.T. eligible streets - Maintained by others

107.050 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2025

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

We are required to inform you that a penalty of perjury statement is required persuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Name Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Statement of Work No. 1; United HealthCare Service

Action Requested: County Manager Signature

Parties to the Agreement: United Health Care

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This funding supports the work of a part time care coordinator for community members on Medicaid

Fiscal Impact: 42500

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 11/14/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/17/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/4/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

STATEMENT OF WORK NO. 1

This Statement of Work No. 1 ("SOW") to the Master Services Agreement dated July 1, 2016 (the "Agreement") is entered into as of date approval given (the "SOW Effective Date") between **United HealthCare Services, Inc.**, ("Customer"), on behalf of itself and its Affiliates including Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO"), and **Gunnison County Health and Human Services Serving Gunnison County** ("Contractor").

Unless modified herein, all terms in the Agreement shall remain unchanged and in full force and effect.

1. **CUSTOMER SEGMENT RECEIVING SERVICES:** Rocky Mountain Community Health Plan and RMHMO.

2. **DEFINITIONS:**

2.1 All capitalized terms used in this SOW, but not defined herein, have the respective meaning given to them in the Agreement. In addition, the following terms have the following meanings:

(a) "ACC" means the Medicaid Accountable Care Collaborative Program.

(b) "CDHCPF" means the Colorado Department of Health Care Policy and Financing.

(c) "Covered Person" means a person enrolled in ACC under a contract between RMHMO and CDHCPF and includes people enrolled in RMHMO PRIME.

3. **DESCRIPTION OF SERVICES:**

3.1. Contractor will provide the services detailed in the attached Exhibit A (the "Services"). Exhibit A and any attachments thereto are fully incorporated herein by reference.

3.2. Geographic Catchment Area: Contractor shall provide the Services to Covered Persons in the geographic catchment area specified in Exhibit A.

3.3. Staffing: Contractor shall comply with the staffing requirements outlined in Exhibit A.

3.4. Reporting:

(a) Contractor shall provide RMHMO with an annual report detailing the Services provided by Contractor. Contractor shall use a format agreed to by the Parties.

(b) In addition, Contractor shall provide the reporting set forth in Exhibit A.

(c) RMHMO and Contractor agree to meet at least annually to discuss any operational issues of concern or need with regard to the provision of Services to Covered Persons by Contractor.

4. **FEES:**

4.1. Contractor shall receive payments for the Services as detailed in Exhibit A.

4.2. Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the Parties in this SOW, including Exhibit A and including staffing and referral requirements in Exhibit A if any. The Parties explicitly acknowledge that the ACC and the Regional Accountability Entity ("RAE") is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in RAE payment, enrollment or program requirements, Customer reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of

services performed hereunder commensurately. The Parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

4.3. No Recourse Against Covered Persons or Colorado: Contractor hereby agrees that in no event, including, but not limited to, nonpayment by Customer or RMHMO, Customer's or RMHMO's insolvency, or breach of this SOW or the Agreement, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person, the State of Colorado, any Federal Health Care Program or State Health Care Program or persons (other than Customer and RMHMO) acting on the Covered Person's behalf, for services provided pursuant to this SOW. This provision does not prohibit Contractor from collecting deductibles, coinsurance or co-payments as specifically provided in the Covered Person's Health Care Plan or fees or supplemental charges for uncovered services delivered on a fee-for-service basis to Covered Persons. Contractor further agrees that (a) this provision shall survive the termination of this SOW, regardless of the reason for termination, including insolvency of Customer or RMHMO, and shall be construed to be for the benefit of Covered Persons, the State of Colorado, any Federal Health Care Program or State Health Care Program, and (b) this provision supersedes any oral or written contrary Agreement now existing or hereafter entered into between Contractor and a Covered Person or persons acting on a Covered Person's behalf insofar as such contrary Agreement relates to liability for payment for or continuation of services provided pursuant to this SOW. No changes, modifications, additions or deletions shall be made to the provisions of this paragraph without the prior written consent of the Secretary of the United States Department of Health and Human Services and such changes, modifications, additions or deletions shall become effective on a date no earlier than thirty (30) days after the Colorado Commissioner of Insurance has received written notice of such proposed changes, modifications, additions or deletions with regard to Health Care Plans which are not self insured Health Care Plans.

5. TERM AND TERMINATION:

5.1. This SOW shall be effective as of the SOW Effective Date and shall continue in effect until December 31, 2026, unless earlier terminated in accordance with Section 10 of the Agreement.

6. MISCELLANEOUS; ENTIRE AGREEMENT:

6.1. Counterparts: This SOW may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument.

6.2. The terms and conditions contained in this SOW constitute the Parties' complete understanding and agreement relating to the subject matter hereof. Notwithstanding anything to the contrary in the Agreement or elsewhere, in the event of a conflict between this SOW and the Agreement, the Agreement will control. No other terms and conditions, beyond those contained herein, will be valid unless mutually agreed to by Customer and Contractor in a writing signed by authorized representatives of each Party.

[*Signature Page Follows*]

ACCEPTED AND AGREED:

UNITED HEALTHCARE SERVICES, INC.		**Gunnison County Health and Human Services**	
By:		By:	
Name:	Patrick Gordon	Name:	
Title:	CEO	Title:	

EXHIBIT A

Community Integration Agreement for Gunnison County Health and Human Services Serving Gunnison County

Scope of Services for Integrated Community Care Team (ICCT)

PROGRAM YEAR ENDING DECEMBER 31, 2026

I. Purpose and Background

The scope of work outlined in this Agreement is made and entered into by and between Rocky Mountain Health Plans (RMHP), hereinafter referred to as Rocky Mountain Health Maintenance Organization (RMHMO) a Regional Accountable Entity (RAE) in Colorado's Accountable Care Collaborative (ACC) and Gunnison County Health and Human Services, an Integrated Community Care Team (ICCT), hereinafter referred to as the "Contractor."

The Contractor will provide comprehensive care coordination and case management programs (collectively referred to as care coordination), that align with the goals and objectives of the ACC Program to support care coordination at the point of care by entities with the strongest and most consistent relationship with Members. The Contractor agrees to offer care coordination programs designed to:

a) Prevent disease progression through interventions that target physical health, behavioral health, oral health and health-related social needs
b) Reduce unnecessary, avoidable, and duplicative utilization, and costs
c) Improve coordination of care and reduce gaps in care across Medicaid programs and State benefits
d) Improve the Member experience of care

The comprehensive range of care coordination interventions will include the following characteristics:

a) Person and family-centered
b) Accessible and inclusive
c) Culturally responsive
d) Delivered at the point of care to the extent possible
e) Evidence-based
f) Respectful of Member choice related to assigned care coordinator and communication preferences (e.g., virtual, in-home, online, community-based, telephonic)
g) Ensures timely and consistent communication between care coordinators, service providers, the Member, and the Member's care team
h) Incorporates evidence-based therapeutic techniques including trauma-informed care and motivational interviewing
i) Any and all requirements established by HCPF for the ACC program as communicated to Contractor by Customer. In the event HCPF requirements are more strict or have a higher standard for care than SOW requirements, HCPF requirements shall take precedence.

II. Key Community Partners and Shared Member Collaboration.

The Contractor and RMHMO recognize that achieving ACC goals requires active collaboration with community organizations that share responsibility for Member outcomes. The Contractor will establish formal and informal relationships with Key Community Partners providing care for shared members in the health neighborhood including providers, community organizations, programs and other entities. Collaboration with Key Community Partners may include:

a. **Community Based Organizations (CBOs):** Contractor will work closely with the network of local CBOs to identify and engage Members who are unreachable through conventional methods (e.g., phone, text, mail) and/or Members with gaps in access to preventive care or other care coordination services. The Contractor will leverage community health assessments, surveys and other data to determine the greatest areas of need within the region and establish best practices to send and receive referrals from the CBO network.
b. **Case Management Agencies (CMAs):** Contractor shall establish and maintain strong and ongoing relationships with all CMAs serving shared Members in accordance with RMHMO policies and procedures. Collaboration with CMAs will include but is not limited to:
    i. Timely responses to CMA referrals, no longer than two (2) business days, to ensure Member needs are addressed
    ii. Regular meetings with CMA partners
    iii. Activity monitoring using the Care and Case Management (CCM) System
    iv. Participation in the CMA-RAE Cross Agency Forum and other collaborative meetings to improve coordination of care for CMA Members
c. **Dual Eligible Special Needs Plans (D-SNP):** Contractor will follow RMHMO policies, procedures and workflows to promote effective management and coordination of care for dually enrolled Medicare and Medicaid Members and support activities related to Medicaid services not covered by the D-SNP. Care coordination activities for D-SNP Members will include but are not limited to:
    i. Outreach and monitoring of Members during transitions from Skilled Nursing Facilities (SNF) or inpatient settings to improve coordination of care and overall outcomes
    ii. Collaboration with D-SNPs and other Key Community Partners to improve care coordination for D-SNP Members in the Tier 3 Care Management (See Section XI) population segment

Relationships with Key Community Partners will align with RMHMO policies, procedures and workflows and will include activities such as:

d. **Outreach and Coordination:** Connect with Key Community Partners to establish a point of contact with each entity.
e. **Collaborative Agreements:** Work with RMHMO to establish formal collaborative agreements including memorandums of understanding (MOU), business associates agreements (BAA), data sharing agreements or other arrangements.
f. **Partnership Development:** Meet with Key Community Partners to introduce the scope and value of the Contractor. Present available care coordination services and supports and establish collaborative referral and communication processes.
g. **Professional Representation:** ICCTs serve as RAE care coordination representatives and must clearly identify themselves as representing RMHMO during community meetings and interactions with Members and stakeholders. The Contractor will maintain professionalism in all meetings and activities conducted on behalf of RMHMO.

When another entity's care coordinator or case manager is identified as the lead agency (e.g., High-Fidelity Wraparound, CMA), the Contractor will align with and support the goals of the lead agency's care plan. Key elements of the lead agency's care plan will be documented in Essette, RMHMO's care coordination platform.

III. Referral Management:

Contractors will follow RMHMO policies, procedures and workflows to manage referrals from the health neighborhood. Upon receiving a referral from any health neighborhood partner, the Contractor must

acknowledge and respond within two (2) business days. Contractors are encouraged to develop a close-the-loop protocol with key community partners.

IV. Target Population and Geographic Catchment Area

The Contractor is responsible for the RAE Members (inclusive of RMHMO Medicaid PRIME Members) assigned to Region 1 in the geographic catchment area defined by RMHMO and will provide care coordination services regardless of where the Member receives care.

Contractor is responsible for all Covered Gunnison County Members.

a. Contractor is responsible for providing services for all Covered Persons assigned to them regardless of where the Member does or does not receive care.

If a Member is referred to the contractor but does not receive care within the geographically defined catchment area or is not attributed to the Contractor, the Contractor will still assess and manage the Member for immediate needs prior to a warm handoff to the appropriate care coordination entity.

Contractor will provide care coordination and support for Members assigned to the defined geographic catchment area and are receiving care outside of the catchment area. This may include individuals receiving care outside of Region 1 or from an out-of-state provider. Failure to serve all assigned Members, and continued failure to not serve all assigned Members after a reasonable cure period, shall be considered a material breach of the SOW and RMHMO shall have right to immediate termination and non-renewal at its sole discretion.

If the Member is not eligible for Medicaid or has lost eligibility, the Contractor will assist the Member with either gaining eligibility or make best efforts to ensure a connection is made with a community partner who is able to provide care coordination for the Member. The Contractor may continue provide care coordination services while Medicaid eligibility is being established.

V. Organizational Structure

The contractor will establish supervisory and management framework to ensure that the staff involved in this Agreement are optimally positioned to provide effective care coordination in accordance with this Agreement and the ACC program. A range of para-professional and licensed clinical care coordinators will be used to appropriately address the unique needs of each Member. The Contractor will ensure staff compliance with RMHMO policies, procedures, workflows and standards within this Agreement. Preferred areas of expertise and credentialing include:

a. Registered nurse
b. Behavioral health professional
c. Social worker
d. Substance use disorders
e. Community health worker/*Promotora*
f. Care navigators
g. Clinical care coordinator
h. Outreach and community engagement staff

The Contractor will provide RMHMO with definitions of the roles responsibilities of each staff member operating under this Agreement each year or more frequently if requested by RMHMO or the Department. Contractor shall reduce duplication of efforts by leveraging existing screenings, assessments, and care plans collected by other entities in the Health Neighborhood to the extent possible.

VI. Policies, Procedures and Workflows

The Contractor will follow RMHMO policies, procedures, and workflows related to the delivery of care coordination to Members under this Agreement. They will collaborate with RMHMO to develop and implement strategies to identify, outreach, assess, and coordinate care for children and adults in each care coordination tier and other target populations. The Contractor will provide care coordination to Members categorized for outreached based on RMHMO policies, ACC program priorities, National Committee for Quality Assurance (NCQA) Standards, and RAE population segmentation. All staff associated with this Agreement will be trained on and adhere to RMHMO policies, procedures and workflows to maintain consistency and quality of care.

VII. Use of Technology and Tools

The Contractor will document all care coordination activities outlined in this Agreement in Essette, RMHMOs care coordination platform – only activities documented in Essette will count towards the Contractor's compliance with SOW requirements and only activities documented Essette shall count towards the SOW Performance Program. The Contractor will identify a "super user" who is an expert in RMHMO care coordination processes and platforms. This super user will provide basic troubleshooting and training support to other Contractor staff and collaborate with RMHMO's Essette support team, as needed, to identify efficiencies and performance improvement opportunities.

RMHMO will provide timely responses to technical issues and support the development of internal policies, training, and other components of the Contractors organizational structure. Additionally, RMHMO will provide performance reports and instructions on how to obtain performance data to enable the Contractor to monitor care coordination performance and outcomes.

Additional tools and data systems used by the Contractor may include:

a) **Care and Case Management (CCM) System**: System that supports CMA case management activities including assessments and care plans
b) **Health Information Exchange (HIE):** Clinical and claims data feeds, including admission, discharge and transfer data (ADT), Social Health Information Exchange (SHIE), monthly claims data, CMA case management data, and Nurse Advice Line data for care coordination
c) **Member Engagement:** Resources and data to facilitate bi-directional communication
d) **Population Management:** Data from RMHMO that segments the population into care coordination tiers and identifies trends, avoidable costs, and impactable populations

VIII. Support of Improving Performance Standards, Key Performance Indicators (KPI) and RAE Program Outcomes

The Contractor will collaborate with RMHMO, local community stakeholders and other partners to impact performance on all RAE Performance Standards, KPIs, Behavioral Health Incentive Program (BHIP) Measures, and PRIME Incentive Measures (if applicable) as defined by the Department. RMHMO will provide the Contractor with the latest specifications for all KPI, BHIP, and PRIME incentive measures, performance standards and other RAE program measures.

IX. Care Coordination Scope and Expectations

The Contractor will follow RMHMO policies, procedures and workflows related to care coordination for Members in any target population defined in this Agreement or as specified by RMHMO and/or the

Department. All care coordination activities will be documented in Essette using templates and resources approved by RMHMO. Activities will include but are not limited to:

a) **Campaigns:** RMHMO will provide the Contractor with lists of target populations who require outreach based on population segment, condition, program participation, transitions of care or other factors. The Contractor will review campaigns and initiate outreach to every Member on the list at a frequency defined by RMHMO.
b) **Outreach:** Complete outreach to target populations within timeframes defined by RMHMO and/or the Department. Outreach will follow the specified frequency, modality and timeframe required for each population or until the Member is reached.
c) **Screening and Assessment:** Perform screenings or comprehensive assessments based on the needs of each Member. Assessments for target populations will be completed within timeframes defined by RMHMO and/or the Department.
d) **Comprehensive Care Plan:** Establish a Member-centered care plan including but not limited to specific, measurable, achievable, relevant and time-bound (SMART) goals, lead care coordinator, care team members, care coordination tasks, engagement frequency and criteria for care plan closure.
e) **Referral Management:** Receive and process referrals from any health neighborhood entity (e.g., RMHMO referral campaign, Contractor, other RAE, practice, hospital, CBO, self-referral).
f) Health Promotion and Evidence-based Preventive Care: Collaborate with local partners and CBOs to implement creative outreach and engagement strategies for Members who are not engaging in care.
g) **Appointment Support:** When appropriate, assist Members in all aspects of the appointment process including scheduling, transportation and follow-up. Accompany Members to appointments as needed.
h) **Community Collaboration:** Work closely within the health neighborhood to ensure access to the full continuum of care coordination services, transportation, specialty care, and other resources as defined in the care plan.
i) **Care Team Meetings:** Regular meetings between the Member, their care team and/or care coordination team may be necessary to achieve the Member's goals and adhere to established care or treatment plans. The Contractor will collaborate with RMHMO and participate in multi-provider or multi-agency care teams when no other provider or agency is identified as the lead care coordinator.
j) **Transitions of Care:** Manage transitions across multiple settings including hospitals, inpatient and outpatient facilities, emergency departments, residential programs, long-term care and nursing facilities (See Section XIII)
k) **Benefit Eligibility:** Connect Members with local agencies to determine eligibility for benefits (e.g., Temporary Assistance for Needy Families [TANF], Home and Community-Based Services [HCBS] waivers, Supplemental Nutrition Assistance Program [SNAP]) and assist Members with application processes as appropriate.

X. Population Segmentation

The Contractor will provide the full scope of care coordination interventions to population segments defined by RMHMO, the Department and the RMHMO Population Management Strategic Plan. RMHMO policies, procedures and workflows will be followed to define activities and expectations related to care coordination within each population segment.

Care coordination programs will focus on adults and children who fall into the following three tiers:

a) **Tier 1 Care Navigation - Includes all Members, with an emphasis on prevention and wellness promotion and education:** Contractor shall oversee the implementation of proactive

and responsive education and benefit navigation that assists Members in accessing evidence-based preventive care services and navigating the Medicaid system.

b) **Tier 2 Care Coordination - Members with rising risk:** Contractor shall oversee that interventions are in place including but not limited to condition management programming to prevent Members with rising risk from requiring higher levels of care.
c) **Tier 3 Care Management - Members with complex needs:** For Members with multiple conditions, complex health and social needs, and high utilization, the Contractor shall ensure Members receive appropriate longitudinal evidence-based and proven programs that involve multi-disciplinary care approaches to maintain or improve Member health.

For Members in Tier 3 Care Management, the Contractor will follow RMHMO policies, procedures and workflows to ensure comprehensive care plans are established within 90 days of the Member consenting to care coordination. Care plans will be updated at least twice a year as long as the Member remains actively engaged in Tier 3 Care Management or as otherwise required by HCPF.

Contractor shall ensure comprehensive care plans for Members in Tier 3 Care Management contain, at minimum:

a) **Goals:** Measurable, time-bound, relevant, Member-centered goals for whole-person care
b) **Lead Care Coordinator:** List of all entities and individuals involved in the Member's care, including identification of the lead care coordinator. The lead care coordinator may be a care coordinator/case manager from another entity that provides support around the Member's identified primary needs and serves as the Member's primary point of contact
c) **Engagement Frequency:** Agreed upon frequency of engagements with the Member and/or their care team
d) **Care Coordination Discharge:** Member-specific criteria for successful discharge from Care Coordination

The Contractor will ensure that a minimum of 25 care plans per 1000 assigned Members per year are created for Members eligible for Tier 3 Care Management. Additionally, 2.5% of assigned Members in Tier 3 Care Management will have a minimum of one (1) engagement per month with the Member's care coordinator and/or care team. This engagement will be documented in Essette per RMHMO policies, procedures and workflows.

Condition Management: The Contractor will provide condition management programing and clinical care coordination that aligns with RMHMO care coordination policies, procedures and workflows to improve outcomes for conditions including but not limited to maternity, diabetes, chronic heart failure/cardiovascular disease, hypertension, asthma, or chronic obstructive pulmonary disease. Condition management programs may include:

a) Comprehensive care coordination including outreach to prioritized target populations defined by RMHMO and the Department
b) Evidence-based programs and promising practices to promote wellness, improve Member health and prevent disease progression
c) Member engagement and self-management resources and strategies

Preventive Care: The Contractor will support Members in choosing and scheduling Primary Care Medical Provider (PCMP) appointments and encourage access to preventive care (e.g., well visits, immunizations, dental visits). Additionally, the Contractor will work with RMHMO to support programs that promote wellness and access to health education. Contractors will actively work to promote access to dental providers and collaborate with RMHMO to improve performance on dental visit engagement rates and a comprehensive or periodic oral evaluation at least one time annually for all Members.

XI. Special Populations:

Contractors are responsible for supporting RMHMO programs that address the needs of Special Populations as defined by RMHMO and the Department and will conduct outreach and coordinate care for these populations in accordance with RMHMO policies, procedures, and workflows. Special populations are subject to change based on the direction and priorities set by the Department and currently include:

a) **Child Welfare/Foster Care:** Work closely with RMHMO staff to ensure coordination of care for children and youth involved in the child welfare system who require care coordination. This includes but is not limited to, Members in foster care and those who have recently (within one year) emancipated from foster care. Additionally, the Contractor will collaborate with RMHMO to coordinate care for children and youth eligible for the Colorado Child and Youth Medicaid System of Care.
b) **High Risk Maternal and Infant Care:** Support RMHMO programs and collaborate with community partners (e.g., Nurse Family Partnership) to support Members experiencing a high-risk pregnancy or newborns with increased risk for morbidity and mortality.
c) **Justice-Involved Members:** Promote effective management and coordination of care for Members in carceral settings and work with RMHMO, the Department and other state agencies to improve coordination of care and transitional support to Medicaid-eligible individuals being released from carceral settings to ensure their successful reintegration into the community.
d) **Client Over-Utilization Program (COUP):** Review quarterly COUP report and reach out to Members on the report to promote access and continuity of care.
e) **Individuals with Disabilities:** Support adults and children with disabilities. Focus on supporting physical, behavioral, and social needs through collaboration with CMA, CBOs and other community agencies.
f) **Prioritized Target Populations:** The Department and RMHMO periodically identify prioritized target populations who require care coordination interventions. The Contractor will follow RMHMO policies, procedures and workflows to complete outreach to these populations and initiate the care coordination services required in this Agreement.

The Contractor will complete outreach to initiate care coordination with all target populations as defined by RMHMO and the Department. Completed outreach and assessments for target populations are included in the Performance Program (See Section XVII).

XII. Transitions of Care

Contractors are responsible for supporting effective transitions of care activities for all populations to prevent unnecessary readmissions, emergency department visits, inappropriate levels of care and other adverse health outcomes. Transitions of care activities will incorporate evidence-based models and align with Department programs such as the Hospital Transformation Program (HTP), Inpatient Hospital Transitions (IHT), and the Creative/Complex Solutions process. Contractors will manage transitions from multiple settings including but not limited to:

a) Inpatient and outpatient facilities (physical and behavioral health hospitals, out-of-state hospitals)
b) Emergency departments
c) Residential programs and crisis services
d) Long-term care and skilled nursing facilities
e) RAE to RAE transition

The Contractor must ensure best practices are used to monitor transitions of care activities and follow processes to confirm member engagement with discharge plans. Transitions of care activities will focus on Member engagement and follow up that ensure care transitions do not duplicate the efforts of

discharging entities. RMHMO and the Contractor will develop collaborative transitions of care policies and procedures with healthcare providers that include communication and data sharing procedures, and clearly defined roles for discharge planning. Daily data feeds will be reviewed to prioritize care transition support, and all relevant information must be documented in Essette.

The Contractor will ensure that at least 95% of Members who are admitted to an inpatient facility receive outreach within 72 hours after discharge/transition to ensure a follow-up appointment with a licensed health care provider has been scheduled within:

a) 30 days for physical health, especially when discharged from a hospital
b) Seven (7) days for behavioral health, especially when discharged from a hospital

The Contractor shall collaborate with the Department, and other relevant state agencies to review cases of Members who have been identified as having difficulties returning to the community and develop an agreed-upon transition plan.

1. **ED Utilization and Hospital Readmissions:** The Contractor will work with RMHMO to develop and follow a documented process to identify Members who are inappropriately using the Emergency Department or experiencing multiple physical health or behavioral health readmissions. This plan will focus on:
   a) Physical health hospital readmissions and Emergency Department visits
   b) Mental health and substance use disorder (SUD) readmissions
   c) Readmission rates to Colorado's Mental Health Hospitals, Freestanding Psychiatric Hospitals, Psychiatric Residential Treatment Facilities (PRTF), Qualified Residential Treatment Program (QRTP), Residential, Residential Substance Use Disorder Programs, and inpatient treatment Providers
   d) Strategies to reduce repeat Emergency Department utilization associated with mental illness and SUD

2. **Colorado Mental Health Hospitals and Freestanding Psychiatric Hospital Transitions**: The Contractor will work with RMHMO to develop and follow a documented process to transition Members from Colorado Mental Health Hospitals and Freestanding Psychiatric Hospitals to safe and alternative environments. This collaborative effort may include:
   a. Participate in discussions and care coordination with Colorado Mental Health Hospitals and Freestanding Psychiatric Hospitals, including treatment team and discharge planning meetings.
   b. Designated liaison to facilitate coordinated discharge planning, expedite discharge, and ensure engagement in ongoing services.
   c. Collaborate with Network Providers and hospital staff to develop and execute communication and transition plans, ensuring treatment in the least restrictive environment and compliance with ADA and other regulations.
   d. Actively assist in creating a written discharge plan within one (1) business day after a member's admission and ensure Members are scheduled for an appointment with a mental health clinician within seven (7) days of discharge.
   e. Policies must ensure members receiving Assertive Community Treatment (ACT) services are seen by a provider within one (1) business day post-discharge, support the provision of discharge progress notes to aftercare providers before discharge and ensure ACT providers receive these notes within 24 hours post-discharge and complete outreach to members within 72 hours of discharge to review the discharge plan, support follow-up appointments, medication adherence, and address any questions.

3. **Crisis System Transitions:** Contractor shall collaborate with RMHMO, the Behavioral Health Administrative Service Organizations (BHASO) and Colorado Crisis System Mobile Crisis Response Provider(s), to facilitate timely notification, follow-up outreach, and treatment for enrolled Members who have accessed crisis services. The Contractor will work with RMHMO to develop and follow documented processes to coordinate care and complete outreach within five (5) days of the Member's initial contact with the mobile crisis response provider.

4. **Coordination of Care Transitions for Members Moving Between Levels of Care:** The Contractor will follow RMHMO guidance for coordinating care for Members shared with other organizations and manage care for Members with complex health and social needs. This includes collaborating with multiple agencies and participating in care teams with different providers and agencies, especially for Members with both physical and behavioral health conditions or those receiving services from state agencies.

XIII. Deliverables, Narrative and Reporting

The Contractor will document all care coordination activities in Essette and will follow RMHMO policies, procedures and workflows related to the delivery of care coordination to Members under this Agreement. All care coordination activities documented in Essette will be used to complete required reporting, deliverables and audits within the ACC program. Upon request from RMHMO and according to timelines set by the Department, the Contractor will provide RMHMO with narrative and quantitative reporting on programs related to this Agreement, including but not limited to:

a) **Condition Management:** Programs to address common health conditions including but not limited to maternity, diabetes, chronic heart failure/cardiovascular disease, hypertension, asthma, or chronic obstructive pulmonary disease.
b) **Member Impact Narrative:** Examples of situations where Members have benefitted from the Contractors support and care coordination activities performed during a reporting period.
c) **Care Coordination Program Details:** Comprehensive descriptions of any care coordination program related to this Agreement including, populations of focus (e.g., Tier 3 Complex, Special Populations), interventions, resources and measurable outcomes or number of Members served.

XIV. Training and Education

RMHMO will offer training and education throughout the year to promote staff development and ensure alignment with best practices and RMHMO standards. Training will cover all related RMHMO policies, procedures, and workflows and include a comprehensive overview of Essette documentation standards and processes.

Some training will be mandatory to ensure all care coordination staff are adequately prepared to deliver effective care coordination and comply with RMHMO policies and procedures and ACC program requirements. Contractor staff will be responsible to complete all required training by required due dates through UnitedHealthcare learning management system or other modalities.

XV. Meetings

a) **Quarterly Contract and Regionwide Care Coordination Meetings:** Contractor leadership will meet each quarter with RMHMO. Meetings will cover policy and program updates, contract requirements, performance data, barriers and solutions, audit results, and additional items as appropriate. In addition, RMHMO will host regionwide care coordination meetings with ICCTs and local care coordination teams. A representative from Contractor leadership or designee must attend quarterly contract meetings and regionwide care coordination meetings.

b) **Care Coordination Conferences:** A representative from Contractor leadership or their designee must attend ad hoc case conferences (e.g., Creative/Complex Solutions) with other key community partners and RMHMO care coordination teams to assist with specific complex cases.

c) Ad Hoc Meetings: A representative from Contractor leadership must attend ad hoc meetings with RMHMO leadership to bilaterally address operational questions and concerns and create strategic plans as needed.

XVI. Performance Program

Payment for Full Time Equivalent (FTE) staff funded under this Agreement is based on performance and contributions to ACC performance standards and program outcomes. The Contractors' performance will be monitored during the **baseline period,** from July 1, 2025, to December 31, 2025. The **performance program** will begin on January 1, 2026, and include incentives related to measures and FTE noted in this Agreement.

Performance Program Structure:

a) The performance program is designed to encourage and reward performance based on prioritized performance standards within the ACC Program.
b) The performance program will include **performance domains** with distinct performance targets, each performance target is assigned points that will contribute to the overall score.
c) The overall score will determine the program level and corresponding funding amount for each FTE.
d) Increases in performance could lead to increased FTE incentive funding; a sustained decrease in performance could result in a Corrective Action Plan (CAP), decreased funding or termination of the contract.
e) RMHMO will provide regular reporting to ensure transparency and allow Contractors to track their progress towards achieving the targets.

Performance Program outcomes will be evaluated by the RMHMO Value-Based Contracting Review Committee (VBCRC). The VBCRC is embedded in the RMHMO clinical committee structure and reports to the Quality Improvement Committee (QIC) via the Network Advisory Council (NAC); this committee will review Performance Program data, compliance with this Agreement and recommend decisions related to funding, quality improvement planning or corrective action.
Additional information related to performance program metrics will be provided in advance of the performance program on January 1, 2026.

XVII. Oversight, Audits and Corrective Action:

RMHMO will oversee and monitor the Contractors activities to ensure they conform to the goals and objectives of the ACC Program and requirements in this Agreement.

a) **Quarterly Meetings:** The Contractor agrees to hold quarterly meetings to review performance reports and discuss progress towards quality improvement goals. These meetings will include:
    i. Review of performance standards, and outcomes outlined in this Agreement
    ii. Discussion of issues or challenges encountered and identification of opportunities for improvement
    iii. Documentation of action items and responsible parties
b) **Quality Improvement Plan:** If the quarterly meeting reveals opportunities for improvement or areas of non-compliance, a quality improvement plan will be implemented. The Quality Improvement Plan will include:
    i. Clearly defined goals and objectives
    ii. Action plan with specific steps, timelines, responsibilities and training opportunities
    iii. Plan to monitor progress and feedback for ongoing improvement

c) **Audit Process:** RMHMO will conduct a comprehensive audit of compliance, performance standards, and outcomes outlined in this Agreement. The audit will take place every six (6) months and include:
   i. Review of documentation and records
   ii. Interviews with relevant Contractor leadership
   iii. Evaluation of processes and procedures
   iv. Review of care coordination, performance standards and outcomes related to funding within this Agreement.

d) **Corrective Action Plan:** If the audit reveals any failures or areas of non-compliance, a corrective action plan will be implemented. The corrective action plan will include:
   i. Identification of specific issue, performance standard or area of non-compliance to be addressed
   ii. Development of a detailed action plan with timelines and responsible parties
   iii. Monitor progress, and evaluate the effectiveness of the measures taken

   If the corrective action plan is not successfully implemented and the issues are not resolved within the specified timeframe, the Contractor may face funding decreases, additional audits, or termination of this Agreement at RMHMO's sole discretion.

XVIII. Staffing

The Contractor shall receive payment from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Agreement. RMHMO may at its sole discretion reduce payment amounts by up to ten percent (10%) for any quarter where the Contractor does not accept referrals for those Members in their catchment area. RMHMO may require direct payment from Contractor or reduce future payments for any such reductions.

The Contractor will hire and maintain the following positions to support coordination of care for Members in Contractors Geographic catchment area.

Position/Title	Licensure	FTE	Employer
Care Coordinator		0.5	

The Contractor will invoice RMHMO each quarter for the amount owed based on performance and the staff funded under this Agreement. The monthly invoice will include:

a) Number of FTE's included in this Agreement
b) Professional credentials/licensure of each staff member
c) Training completed during the reporting period
d) Staff retention including:
   i. Positions filled
   ii. Staff turnover during the reporting period
   iii. Length of time any position was unfilled

XIX. Payment Schedule

Payment Dates	Amount
March 16, 2026	$10,625.00
June 15, 2026	$10,625.00
September 14, 2026	$10,625.00
December 14, 2026	$10,625.00

TOTAL	**$42,500.00**

XX. Vacancy

In the event of a vacancy for an FTE outlined in this Agreement, the Contractor will be compensated for one (1) month after the month the position was vacant and 10% of the amount of the vacant FTE each month the position remains vacant. When the vacancy is filled RMHMO will fund the FTE at the previous funding level. If a position remains unfilled for more than 12 months, RMHMO may at its sole deaccession reduce funding proportional to the funding amount for the vacant position.

Appendix A

SFY 2025/26 ACC 3.0 Performance Standards related to Care Coordination[1]

Contractor shall achieve a Department and MCE agreed-upon performance target that is not less than the previous three-year average on the dental visit engagement rate.

Contractor shall ensure that a minimum of 25 care plans per 1000 assigned Members per year are created for Members eligible for Tier 3 Care Management.

Contractor shall achieve a Department and MCE agreed upon performance target for Members eligible for Tier 3 Care Management that received a Care Coordination engagement activity or care team visit per 1,000 assigned Members per year. Contractor shall not be held accountable for this Performance Standard prior to SFY 2026-27 or later as determined by the Department.

Contractor shall ensure that 95% of Members discharged from Colorado Mental Health Hospitals, Freestanding Psychiatric Hospitals, or other facility identified as an IMD have been outreached within 72 hours after the Member's discharge.

Contractor shall achieve a Department and MCE agreed upon performance target for Members who have had contact with a mobile crisis response Provider that have been outreached within five days of the Member's initial contact with the mobile crisis response provider. Contractor shall not be held accountable for this Performance Standard until SFY 2026-27 or later as determined by the Department.

Contractor shall achieve a Department and MCE agreed upon performance target that shall not be more than the previous three year average for the Hospital All-Cause Readmission rate for Members in Tier 3 Care Management.

Transitions of care from hospitals for physical health conditions (based on HEDIS methodology): The percent of Members who received a follow-up service within 30 days after discharge during the previous quarter.

Contractor shall achieve a Department and MCE agreed upon performance target for Members who have had an ED visit or inpatient (IP) admission that have been outreached or received a follow-up visit within seven Business Days of the ED or IP encounter per year. Contractor shall not be held accountable for this Performance Standard prior to SFY 2026-27 or later as determined by the Department.

The Department and MCEs shall mutually agree upon a performance target and methodology for annual performance improvement for the ED Visit performance metric for Members eligible for Tier 2 Care Coordination and Tier 3 Care Management.

[1] Rocky Mountain Health Plans and the Department of Health Care Policy & Financing Accountable Care Collaborative (ACC) 3.0 Regional Accountable Entity (RAE) Contract

COMMUNITY INTEGRATION AGREEMENT

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans, (herein "RMHMO")

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (herein "Contractor")

Address of RMHMO and RME:
2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

Address of Contractor:
225 North Pine Street, Suite E
Gunnison, CO 81230

Tax I.D. No.: 84-6000770

Rocky Mountain Entities (RMEs) offer and administer Health Care Plans in Colorado.

Health Care Plans offered by RMEs are marketed under the trade name of "Rocky Mountain Health Plans."

RMHMO, on behalf of RMEs, desires to delegate Care Coordination activities to Contractor, and Contractor desires to accept such delegation, subject to the attached Terms and Conditions. Contractor will be reimbursed for such Care Coordination activities as set forth in the attached Terms and Conditions.

This Agreement shall have no effect on any other agreements that may exist between the parties.

Contractor and RMHMO agree to all Terms and Conditions, attached, along with the Exhibits described below, all of which are incorporated herein by this reference.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.,
a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans

By: _____
Michael E. Huotari, Vice-President of Legal and Government Affairs

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____ (Signature)
Paula Swenson (Name)
Chairperson (Title)

Effective Date: 7-1-16
(To be completed by RMHMO)

ATTACHMENTS:

Exhibit A - Scope of Work
Exhibit B - Law Exhibit
Exhibit C - Agreement For Protection of Information
Exhibit D - Accountable Care Services Agreement

TERMS AND CONDITIONS

1. **Definitions**. The words and terms below each have the following definitions:

A. "Care Coordination Services" or "CC" shall mean those services provided by Contractor which result in the development and implementation of an integrated plan of action and which shall include services described in Exhibit A – Scope of Work.

B. "Covered Person" shall mean a person enrolled in the Medicaid Accountable Care Collaborative Program (ACC) under a contract between RMHMO and the Colorado Department of Health Care Policy and Financing (CDHCPF).

C. "Care Coordination Committee" shall mean the committee established by Contractor to be responsible for implementation, oversight and review of the Care Coordination Program in accordance with this Agreement.

D. "Care Coordination Program" shall mean the program established and implemented by Contractor to perform the CC activities delegated by this Agreement.

E. "Covered Person" shall mean a person who is eligible and enrolled in the ACC.

F. "Health Care Plan" shall mean any health care plan administered by RME that is provided pursuant to a contract between CDHCPF and RME for ACC Covered Persons.

G. "Health Care Services" shall mean those services provided to Covered Persons, limited to the benefits and subject to the exclusions of the Covered Person's CDHCPF Medicaid benefit entitlement.

H. "Medicaid Recipient" shall mean a person CDHCPF certifies as eligible for Medicaid benefits under a Medicaid Contract. Medicaid Recipients are not necessarily considered Covered Persons under this Agreement.

I. "Medical Services" shall mean all medical, surgical, pharmacy, radiological, anesthesia and pathological outpatient and inpatient services which a Covered Person is entitled to receive pursuant to the Covered Person's Health Care Plan.

J. "Medicare Beneficiary" shall mean a person entitled to the benefits provided under the federal health insurance program for people 65 or over and certain disabled people pursuant to an agreement between RME and CMS.

K. "Primary Care Procedures" shall mean those procedures established by CDHCPF for obtaining and receiving Health Care Services.

L. "Rocky Mountain Entity" or "RME" shall mean RMHMO and Rocky Mountain HealthCare Options, Inc. (HCO), or any health maintenance organization, insurance company, health service corporation, or third party administrator that is a subsidiary of RMHMO or HCO.

2. **Delegated Care Coordination**.

A. Delegation of CC. RMHMO, on behalf of RMEs, hereby delegates responsibility for CC to Contractor, and Contractor accepts such delegation. Contractor shall perform CC activities and administer the CC Program in accordance with the terms and conditions of this Agreement, as required by the CDHCPF and with any state or federal laws applicable to CC.

B. CC Program

(1) Intent of Care Coordination Services. The intent of Care Coordination Services is for Contractor to provide the following services:

(a) Maintain and improve the health and well being of Covered Persons;

(b) Reduce emergency room visits;

(c) Reduce unnecessary hospital admissions and re-admissions;

(d) Prevent duplication of costly treatment;

(e) Increase the family's understanding of recommended treatments;

(f) Increase Covered Person and Participating Provider satisfaction;

(g) Augment the support of families by utilizing community resources;

(h) Ensure long-range comprehensive planning;

(i) Create independent families;

(j) Encourage families to maintain continuous health care coverage for primary and specialty Medical Services; and

(k) Improve communication across service and support agencies, professionals, volunteers and families.

(2) Essential Activities of Care Coordination Services. Essential activities are delivered through office consultations, home visits, team conferences and telephone conferences. The following are the essential activities that Contractor shall perform in order to provide Care Coordination Services:

(a) Communication/Trust Building. Identifying and supporting family strengths, cultures and values.

(b) Assessment. Collecting and reviewing medical and educational records, and identifying strengths, needs and available resources in concert with the family and providers.

(c) Planning. Assisting the family in determining specific objectives, goals, and actions designed to meet identified needs. The care plan is action oriented and time-specific.

(d) Implementation. Executing specific activities and/or interventions that will lead to accomplishing the goals set forth in the care plan. This involves organizing, securing, integrating, and modifying the resources necessary to accomplish the goals.

(e) Monitoring and Evaluation. Gathering ongoing information from all relevant sources about the care plan and its activities and/or services to enable the Contractor and family to determine the care plan's effectiveness in reaching desired outcomes and goals. This might lead to a change in the care plan in its entirety or any of its component parts.

C. Quality of Care Monitoring Information. Contractor shall notify the RMHMO Quality Improvement (QI) Manager of any potential adverse outcome event related to a Covered Person as soon as Contractor is informed of the situation. RMHMO shall be notified of any "occurrence" which raises the potential of quality concern issue, including but not limited to the following: (a) unplanned return to the operating room on the same admission, (b) unexpected death during inpatient stay, (c) unplanned removal, injury or repair of organ or structure during a surgical or other invasive procedure; and (d) any other unusual or potentially adverse event of which Contractor becomes aware.

D. Joint Operating Committee. RMHMO and Contractor agree to meet at least quarterly to discuss any operational issues of concern or need with regard to the provision of Care Coordination Services to Covered Persons by Contractor.

E. Records.

(1) Contractor shall maintain records of all CC activities related to Covered Persons on a case-specific basis, including a narrative of CC activities performed, referrals, dates of requests for Health Care Services, dates of resolution of requests for Health Care Services and Covered Person and identifiers for a minimum of seven (7) years.

(2) Additional records required to be kept by Contractor pursuant to this Agreement and provided to RMHMO shall include, but not be limited to, the following: (1) Care Coordination Assessment Tools; (2) Annual Reports; (3) applicable evaluations, audits, surveys and reports regarding the CC Program; (4) complaints regarding CC activities and actions taken with respect to

such complaints; and (5) all CC policies and procedures. All records required by this Agreement shall be retained for not less than seven (7) years.

(3) Contractor shall immediately provide any records and/or reports regarding CC activities to RMHMO upon RMHMO's request.

(4) In providing any records under this Agreement, RMHMO and Contractor shall comply with applicable state and federal laws relating to privacy and confidentiality of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. No Recourse against Covered Persons or Colorado. Contractor hereby agrees that in no event, including, but not limited to, nonpayment by RME, RME's insolvency, or breach of this Agreement, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person, the State of Colorado, any Federal Health Care Program or State Health Care Program or persons (other than the RME) acting on the Covered Person's behalf, for services provided pursuant to this Agreement. This provision does not prohibit Contractor from collecting Deductibles, Coinsurance or Co-Payments as specifically provided in the Covered Person's Health Care Plan or fees or supplemental charges for uncovered services delivered on a fee-for-service basis to Covered Persons. Contractor further agrees that (1) this provision shall survive the termination of this Agreement, regardless of the reason for termination, including insolvency of RME, and shall be construed to be for the benefit of Covered Persons, the State of Colorado, any Federal Health Care Program or State Health Care Program, and (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contractor and a Covered Person or persons acting on a Covered Person's behalf insofar as such contrary agreement relates to liability for payment for or continuation of services provided pursuant to this Agreement. No changes, modifications, additions or deletions shall be made to the provisions of this paragraph without the prior written consent of the Secretary of the United States Department of Health and Human Services and such changes, modifications, additions or deletions shall become effective on a date no earlier than thirty (30) days after the Colorado Commissioner of Insurance has received written notice of such proposed changes, modifications, additions or deletions with regard to Health Care Plans which are not self insured Health Care Plans.

G. Compliance with Law. Contractor agrees to comply with the terms of Exhibit B, the Law Exhibit.

H. Compliance with The Agreement for Protection of Information. The parties agree to execute and comply with the terms of Exhibit C, the Agreement for Protection of Information.

I. Additional Obligations. To the extent any state or federal law requires that RME have Contractor perform certain duties or obligations, Contractor shall perform such duties and obligations.

3. **Compensation**.

A. Compensation for CC. RME will pay Contractor as set forth in attached Exhibit A – Scope of Work for CC services provided to Covered Persons. Contractor agrees to accept the compensation set forth on Exhibit A as full payment and complete satisfaction of any claim for compensation due for CC services provided to Covered Persons. The payment will be made upon RMHMO's acceptance of deliverables described in Exhibit A and after Contractor submits invoices to RMHMO for such deliverables and ongoing services.

4. **Reporting.** Contractor shall provide RMHMO with necessary data in a timely manner to support RMHMO in submitting comprehensive reports as required in the RCCO contract with the Colorado Department of Health Care Policy and Financing. Contractor shall provide specific content and use a format agreed to by the parties.

5. **RMHMO Audit.** RMHMO may conduct audits of CC Program records during regular business hours upon seventy-two (72) hours' advance written notice to Contractor. The audits shall

occur quarterly during the first year of this Agreement, and at least annually thereafter, at intervals to be determined by RMHMO. Contractor shall provide RMHMO with working space for the purpose of such audits. During said audits, RMHMO will need access to consent and release forms, Triage Interview Records, Care Coordination Assessment Tools, Annual Reports, and any other documentation related to CC.

6. **Sub-delegation.** Contractor shall not sub-delegate any CC activities without the express written approval of RMHMO, and any approved sub-delegation shall be subject to any terms and conditions imposed by RMHMO.

7. **Notice of Noncompliance.** In the event that Contractor is unable or unwilling to perform any duty or obligation required by this Agreement, Contractor shall immediately notify RMHMO of such fact in writing.

8. **Effective Date and Termination.**

A. Effective Date/Duration. This Agreement shall be effective as of the Effective Date set forth on the signature page of this Agreement, and shall continue in effect until December 31, 2016, unless otherwise terminated in accordance with the provisions of this Agreement.

B. Unilateral Termination. Notwithstanding the foregoing, this Agreement may be terminated by RMHMO or Contractor without cause on at least sixty (60) days' prior written notice to the other party

C. Right to Immediate Termination. RMHMO may terminate this Agreement immediately with notice to Contractor if 1) Contractor is suspended from doing business in Colorado; 2) Contractor is not performing CC activities in compliance with CDHCPF requirements; 3) RMHMO revokes the delegation of CC activities pursuant to this Agreement; or 4) RMHMO reasonably determines that continuation of this Agreement may negatively affect Covered Persons' care.

D. Effect of Termination. Contractor's obligations with respect to CC activities performed prior to the effective date of termination shall survive termination of this Agreement.

9. **General Provisions.**

A. No Rights to Covered Persons. This Agreement shall not be construed to provide any right to a Covered Person or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Agreement. The sole purpose of this Agreement is to establish the respective rights and duties of the parties hereto, each to the other. Any rights of a Covered Person are derived solely from the Covered Person's Health Care Plan.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. This Agreement shall be governed by and construed in accordance with all laws, regulations and contracts of CDHCPF relating to CHP+ Covered Persons and all laws, regulations and contracts of CCS relating to Medicare Beneficiaries who are Covered Persons. Venue of all matters shall be in Mesa County, Colorado.

C. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to this Agreement.

D. Assignment. Contractor's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Contractor without the prior written consent of RMHMO. RMHMO may assign its rights, duties and responsibilities pursuant to this Agreement, but only if such assignee assumes all such rights, duties and responsibilities.

E. Right of Setoff. If any amounts are owed to RME by Contractor, RME shall have the right to setoff such amounts from any amounts owed to Contractor by RME.

F. Relationship of Parties. This Agreement is intended to create the relationship of independent contractor on the part of Contractor as to the performance of the duties and

obligations under this Agreement. Nothing contained herein shall be interpreted to create any relationship of agency, partnership or joint venture between RME and Contractor. Neither party shall represent or hold themselves out to any person or entity other than is consistent with the relationship of independent contractor.

G. Cooperation with RME Providers/ Non-Exclusive Agreement. Contractor acknowledges that RMHMO and RME may enter into other agreements with other entities and persons to assist in the promotion and implementation of Health Care Plans. Contractor agrees to cooperate with RMHMO and RME and all contractees and providers to RMHMO and RME in the provision of health care to Covered Persons.

H. Entire Agreement. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understandings and agreements of the parties on the subject matter of this Agreement.

I. Amendments.

(1) State and Federal Law Amendments. RMHMO may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations. Any such unilateral amendment shall become effective on the date stated in the notice of amendment provided that such date is fifteen (15) days following RMHMO's notice to Contractor of the amendment, except that the amendment may become effective on an earlier date if any applicable state or federal law, statute or regulation that was the basis of the amendment requires a specific date of compliance, which date is less than fifteen (15) days following RMHMO's notice.

J. Notices. Whenever required hereunder, notices, except notices of termination and breach, shall be deemed sufficiently given if made in writing, upon mailing, via United States Mail or a recognized overnight delivery service, to the address of the parties set forth on the signature page of this Agreement. Notices of termination and breach shall be deemed sufficiently given if made in writing, upon mailing, via United States Mail, postage prepaid, certified mail, return receipt requested, or via a recognized overnight delivery service to the addresses of the parties set forth on the signature page of this Agreement. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

K. Waiver. No party will be deemed to have waived any rights hereunder unless the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. The failure to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. All rights and remedies provided for under this Agreement are cumulative. A waiver by any party of a breach of a provision of this Agreement or warranty or representation set forth herein will not constitute a waiver of the breached provision, warranty or representation or any other provision, warranty or representation.

L. Benefit. The terms and provisions of this Agreement shall bind and benefit Contractor and permitted assigns, and shall bind and benefit RMHMO and its agents, employees, representatives, successors and assigns. An RME other than RMHMO shall be a third party beneficiary of this Agreement to the extent that Contractor provides services to Covered Persons enrolled under such RME's Health Care Plan, or under a Health Care Plan for which such RME is a third party administrator. To the extent an RME other than RMHMO is a third party beneficiary of this Agreement, such RME shall also have the obligations of RME under this Agreement as set forth herein. Each RME shall only have obligations under this Agreement for those services provided under the terms of this Agreement to Covered Persons enrolled under such RME's Health Care Plan or for which Health Care Plan such RME is a third party administrator. Except as provided in this paragraph, no other person or entity shall be a third party beneficiary of this Agreement.

EXHIBIT A – SCOPE OF WORK

Medicaid Accountable Care Collaborative

Program Year Ending December 31, 2016

Gunnison County

Prioritized Activities and Interventions for RCCO Region 1 Enrollees

Purpose, Background and Participating Organizations

Contractor and RMHMO have both elected to participate in the Colorado Medicaid Accountable Care Collaborative, under separate agreements with the State of Colorado, and a separate Primary Care Medical Provider (PCMP) agreement between Contractor and RMHMO. RMHMO, in its capacity as the RCCO for Region 1, must achieve health, quality and cost improvements specified by the State of Colorado. Contractor, in addition to fulfilling objectives under its PCMP agreements with the State of Colorado and with RMHMO, is uniquely positioned within the Gunnison County Community to undertake additional Care Coordination Services to achieve program objectives shared by the parties for the population as a whole. These include, but are not limited to:

- Development of a trans-disciplinary, community-based care coordination infrastructure for attributed and non-attributed Covered Persons;
- Integration of behavioral health services in clinical, financial and operational functions to improve the delivery of mental health, substance abuse treatment, behavior change and self-management – including instances in which no mental health or substance abuse disorder diagnoses or history are present.
- Development of new data use processes and competencies, to align available program resources with population health management priorities and gaps;
- Deployment of new clinical techniques and advanced technology at the point of care to bridge population health management activities with individual patient contact, patient activation and shared decisions;
- Active participation in measurement, collaborative learning, diffusion and program governance activities.

Key Community Partners

Contractor and RMHMO both acknowledge and agree that, while they are jointly and independently accountable for the achievement of Accountable Care Collaborative goals, their ability to do so does not rest exclusively within the scope of their respective or collective control. To that end, Contractor and RMHMO agree to collaborate actively with other organizations in the community who share responsibility for program success. These include:

- Primary Care Medical Providers (PCMPs) participating in the Colorado Medicaid Accountable Care Collaborative.
- The Center for Mental Health

- Gunnison Valley Health (Hospital)

- Consumer interest and advocacy organizations, and/or individual consumers participating in Contractor's own community programs.

As appropriate and necessary, Contractor and RMHMO agree to consult and include these Key Community Partners in the development and oversight of the 2016 Program Plan.

2016 Program Plan

The Contractor and RMHMO agree that effective care coordination, population health management and cost control initiatives entail ongoing prioritization, monitoring and adjustment processes – in accordance with available resources. As such, the parties shall develop, maintain and continually adjust a Program Plan to specify their respective roles and priorities for each Care Coordination Level (set forth herein). Additionally, the Program Plan will define behavioral health integration, data use, technology, care management documentation and reporting objectives (e.g., the number and mix of Covered Persons with whom the Contractor, RMHMO and Key Community Partners will establish contact, obtain consent and provide Care Coordination Services).

Care Coordination Levels

Contractor acknowledges that RMHMO and HCPF have agreed to the following care coordination categories for the purpose of aligning resources and activities in Region 1 with program objectives and monitoring functions. Application of this framework to the roles and operations agreed by the parties hereunder shall be specified and adjusted as necessary in the Program Plan.

- Level 1 - Preventive care, wellness care: members receive a call to help establish a primary care physician (PCP) or practice. Members receive reminders for annual and preventive care screenings.

- Level 2 – Single, well-managed chronic disease: support for the Member to continue to self-manage their disease process.

- Level 3a - Moderately well-managed Disease Process (controlled and uncontrolled periods, referrals to specialists not required): More robust support for the Member to self-manage their disease process. This may include community classes, care coordinator phone calls, or consults with ancillary professionals (i.e. a nutritionist) in practice settings.

- Level 3b – Moderately managed Disease Process (controlled and uncontrolled periods and referrals to specialists required): More robust support for Member to self-manage their disease process as above; as well as active engagement with the Member and their providers to coordinate care among all providers.

- Level 4 – Complex Outpatient Care Coordination – Poorly controlled disease process: Typically, Members at this level will have multiple morbidities and have multiple barriers accessing the appropriate care, in the appropriate place and time. Locally-based Care Coordinators will build trust-based patient-centered relationships to facilitate the Member's ability to effectively navigate the health care system and facilitate the numerous providers and care coordinators in contact with the Member to effectively care for the Member. Care Coordinators focus on the immediate needs of the Member, therefore, activities may include:

home visits, accompanying the Member to appointments, helping the Member access financial and social programs and other activities as needed.

- Level 5 – Transitions of Care: In the course of an acute exacerbation of an illness, a Member might receive care from a PCMP or specialist in an outpatient setting, then transition to a hospital admission before moving on to yet another care team at a skilled nursing facility. Finally, the Member might return home, where he or she would receive care from a Home Health nurse. Each of these shifts from care providers and settings is defined as a care transition and local Care Coordinators will work with the Member to manage these transitions.

State Innovation Model

Contractor acknowledges that RMHMO is working closely with the State of Colorado, Office of the Governor, on the "State Innovation Model" (SIM) grant initiative, which includes a focus on behavioral health integration in primary care settings, alignment of measures and payments across multiple programs and payer types. Contractor also acknowledges that RMHMO is working closely with the Center for Medicaid and Medicare Services Innovation Center ("CMMI") on a variety of practice transformation and community integration projects, such as the Comprehensive Primary Care initiative (and successor programs) and the "Accountable Health Communities Model" testing initiative.

Contractor will participate in these and/or similar demonstration programs, as appropriate, in order to evaluate impact of behavioral health integration. Contractor will provide access to EHR and practice management data as necessary to support evaluation in this area.

Resources and Budget

Contractor shall receive payment not to exceed $33,280 from RMHMO for the implementation and maintenance of resources required to fulfill requirements set forth in this Community Integration Agreement. This funding level predicated upon Contractor staffing a .5 FTE Care Coordinator to serve the ACC population in Gunnison County.

Additional Resources

- Training, oversight and periodic care coordination record reviews provided by RMHMO care management staff.

- Access to RMHP's *Essette* care management application for documentation of care coordination activities, Service Coordination Plans for Medicare-Medicaid eligible beneficiaries, and ongoing reporting requirements established by RMHMO and the Colorado Department of Health Care Policy and Financing.

Payment

RMHMO will make payments to Contractor in four (4) distributions, as follows, for the program budget set forth below:

- **April 1, 2016:** **$ 8,320.00**
- **May 15, 2016:** **$ 8,320.00**
- **August 15, 2016:** **$ 8,320.00**

- **November 15, 2016:** **$ 8,320.00**

Payment Contingency

Payment will be contingent upon the satisfactory completion by the Contractor of milestones agreed by the parties pursuant to this Community Delegation Agreement. The parties explicitly acknowledge that the Medicaid Accountable Care program is a new and novel initiative, in which payment and/or enrollment levels established by the State of Colorado may be adjusted suddenly and dramatically without substantial notice. In the event that the State of Colorado makes unexpected, material reductions in RCCO payment, enrollment or program requirements, RMHMO reserves the right to revise payment to Contractor hereunder commensurately. Contractor may likewise reduce the scope of services performed hereunder commensurately. The parties agree to respond collaboratively and constructively to address unexpected changes by the State of Colorado.

EXHIBIT B – LAW EXHIBIT
COMMUNITY INTEGRATION AGREEMENT

The terms of this Exhibit are made a part of and are included within the Agreement to which this Exhibit is attached. All capitalized terms not defined in this Exhibit are defined in the Agreement. Any party (Contractor) entering into the Agreement with RMHMO shall comply with all applicable terms and conditions of this Exhibit. The applicability of each paragraph depends on the type of Health Care Plan for which Contractor provides Health Care Services and is noted below.

SECTION I. The paragraphs in Section I apply to all Health Care Plans.

1. Non-Discrimination. Contractor agrees to comply with all applicable state and federal laws respecting discrimination and unfair employment practices.

2. Equal Opportunity. It is the policy of RMHMO to provide equal opportunity and to prevent discrimination based on race, color, national origin, age or disability in admission or access to, or treatment or employment in, RMHMO programs, health care plans, and activities to the extent required by applicable law. Contractor shall comply with this policy as may be required by law. All federally funded benefits and services are provided in accordance with Title VI of the Civil Rights Act, as amended, Section 504 of the Rehabilitation Act, as amended, the Age Discrimination Act of 1975, as amended, the Americans with Disabilities Act of 1990, as amended, as well as other related laws. **In addition, the parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-300.5(a), and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** All Contractors and subcontractors are notified of their responsibility to comply with these laws. The EEO Officer is responsible for compliance with state and federal equal opportunity laws. The EEO Officer is also responsible for implementing the Equal Opportunity Plan. If Contractor or a Covered Person has any questions concerning this policy, Contractor or Covered Person should contact the RMHMO Member Concerns Coordinator at (800) 346-4643or (970) 243-7050, or TTY (970) 248-5019 or (800) 704-6370; para asistencia en Español llame al (800) 346-4643.

3. Compliance Plan. RMHMO has a compliance plan (Compliance Plan) in place. Contractor shall not take any action to cause a violation of the terms of this Compliance Plan. A copy of the Compliance Plan will be provided to Contractor upon written request. Contractor shall contact the Compliance Officer at RMHMO if Contractor becomes aware of or suspects any fraud, waste, abuse or non-compliance with the Compliance Plan.

4. Illegal Aliens. Contractor certifies that Contractor does not knowingly employ or contract with any illegal aliens to perform services under the Agreement. If RME obtains actual knowledge that Contractor knowingly employs or contracts with an illegal alien to perform services under the Agreement, RME shall (1) notify Contractor within three (3) days that RME has actual knowledge that Contractor is employing or contracting with an illegal alien to perform services under the Agreement; and (2) terminate the Agreement, unless, within three (3) days of receiving notice from RME, (a) Contractor stops employing or contracting with the illegal alien to perform services under the Agreement, or (b) Contractor provides information to RME to establish that Contractor has not knowingly employed or contracted with the illegal alien to

perform services under the Agreement. If Contractor becomes aware that Contractor has employed an illegal alien to perform services under the Agreement, whether knowingly or unknowingly, Contractor must end such employment immediately.

5. Program Eligibility. RMHMO and Contractor represent to the other that they have not been debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Neither RMHMO nor Contractor will take any action during the term of this Agreement which would result in it being debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. In addition, during the term of this Agreement, Contractor has not and will not arrange or contract with any employee, contractor, or agent for the provision of items or services under this Agreement who Contractor knows or should know is debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program. Contractor will provide RMHMO with validation that all its employees, contractors, subcontractors, or agents have been screened for debarment, suspension or exclusion in Medicare or any other State Health Care Program or Federal Health Care Program. If either party determines that the other party is, or becomes during the term of this Agreement, debarred, suspended or made otherwise ineligible to participate in any State Health Care Program or Federal Health Care Program, the party that is not debarred, suspended, or made otherwise ineligible may terminate this Agreement immediately.

SECTION II. The paragraphs in Section II apply to Federal Health Care Programs.

1. Incorporation of Federal Acquisition Regulations by Reference. Because RMHMO is a contractor with the federal government, the following provisions are incorporated by reference into the Agreement with the same force and effect as if the provisions were given in full text. These provisions are incorporated into the Agreement only to the extent required by applicable law. Upon request, RMHMO will make the full text of the provisions available:

A. Equal Opportunity (48 C.F.R. § 52.222-26);

B. Covenant Against Contingent Fees (48 C.F.R. § 52.203-5)

C. Utilization of Small Business Concerns (48 C.F.R. § 52.219-8);

D. Small Business Subcontracting Plan (48 C.F.R. § 52.219-9);

E. Convict Labor (48 C.F.R. 52.222-3)

F. Prohibition of Segregated Facilities (48 C.F.R. § 52.222-21) To the extent required by applicable law, Contractor certifies that Contractor does not and will not maintain or provide for Contractor's employees any segregated facilities as defined in 48 C.F.R. § 52.222-21(a) at any of Contractor's establishments, and that Contractor does not and will not permit Contractor's employees to perform their services at any location under Contractor's control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall be a violation of the Equal Opportunity provision in paragraph 1;

G. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (48 C.F.R. § 52.222-35);

H. Affirmative Action for Workers with Disabilities (48 C.F.R. § 52.222-36);

I. Anti Kickback Procedures (48 C.F.R. § 52.203-7); and

J. Government Property (48 C.F.R. § 52.245-1).

2. Prohibition Against Use of CMS Funds to Influence Legislation on Appropriations. No part of any funds paid to Contractor under this Agreement for Health Care Services provided

to Medicare Beneficiaries shall be used to pay the salaries or expenses of Contractor or any agent acting for Contractor to influence legislation or appropriations pending before Congress.

3. Disclosure of Information. Contractor shall establish and maintain procedures and controls so that no information contained in its records or obtained from CMS or others in carrying out the terms of the Agreement shall be used by or disclosed by it, its agents, officers or employees, except as provided in Section 1106 of the Social Security Act (42 U.S.C. § 1306) and regulations prescribed thereunder.

4. Termination of CMS Contract. In the event RMHMO's Medicare contract is terminated or non-renewed, the Agreement, to the extent it concerns RMHMO's Medicare contract with CMS, will be terminated unless CMS and RMHMO agree to the contrary. Such termination shall be accomplished by delivery of a written notice to Contractor of the date upon which said termination will be effective. Notwithstanding the foregoing, if RMHMO desires to continue the Agreement relative to RMHMO's business after the Medicare contract between CMS and RMHMO has been terminated or non-renewed, RMHMO may do so provided that RMHMO assures to CMS in writing that CMS' obligations will terminate at the time the Medicare contract terminates or is non-renewed, subject to termination cost provisions provided for in the Medicare contract.

5. Liquidated Damages. The following provision is applicable only if the Agreement contains a liquidated damage provision which is related solely to Medicare. CMS, after consultation with RMHMO, shall have the right to determine that the specified levels of performance have not been attained by Contractor. In such event, CMS may direct RMHMO to notify Contractor of CMS' determination that liquidated damages apply and to set-off the liquidated damages against Contractor. CMS shall reimburse RMHMO for all reasonable costs relating to this activity and shall honor any judgment or award rendered against RMHMO directly resulting from the enforcement of such provision as directed by CMS. Failure of RMHMO to timely comply with such direction, shall constitute cause for the application of any and all administrative, statutory, and judicial remedies which may be available to CMS pursuant to CMS' agreement with RMHMO, including, but not limited to, offsetting an amount equivalent to the amount of such unenforced liquidated damages. In the event that such offset is made, RMHMO shall be obligated to continue to perform all terms and conditions of such agreement without additional payment from CMS attributable to such offset amounts.

6. Downstream Contractual Obligations. To the extent not already set forth herein, Contractor agrees to comply with all applicable requirements and obligations to which RMHMO is bound, including but not limited to, the applicable requirements of 42 C.F.R. § 422.504 and 42 C.F.R. § 423.505. In addition, Contractor represents and agrees all services and activities performed by Contractor and any agent or subcontractor shall be consistent with RMHMO's contractual obligations with CMS.

7. CMS Requirements for Medicare Contracts. Contractor shall comply with all applicable requirements of law, with regard to providing Health Care Services to Medicare Beneficiaries. Contractor agrees to the following regarding providing Health Care Services to Medicare Beneficiaries:

A. The Department of Health and Human Services (HHS), the Comptroller General, or their designees may audit, evaluate, or inspect any books, contracts, computer or other electronic systems, including medical records, patient care documentation, as well as all other records of Contractor that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Agreement, or as HHS,

the Comptroller General, or their designees may deem necessary to enforce RMHMO's contract with CMS to provide services to Medicare Beneficiaries. Contractor shall comply with the provisions of 45 C.F.R. § 74, et seq., concerning granting HHS and the Comptroller General of the United States, and any other authorized representatives, access to books, documents, papers and other records.

B. Contractor shall make available, for the purposes specified in paragraph (A) above, its premises, physical facilities and equipment, records relating to its Medicare Beneficiaries, and any additional relevant information that CMS may require.

C. HHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through 10 years from the end of the final contract period or completion of audit, whichever is later unless--

(1) CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies Contractor at least 30 days before the normal disposition date;

(2) There has been a termination, dispute, or allegation of fraud or similar fault by Contractor, in which case the retention may be extended to 6 years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or

(3) CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Contractor at any time.

D. Contractor agrees that it will require all related entities, contractors and subcontractors to agree that:

(1) HHS, the Comptroller General, or their designee has the right to inspect, evaluate and audit any pertinent exhibits, books, documents, papers, and records of the related entity, contractor or subcontractor;

(2) HHS' and the Comptroller General's right to inspect, evaluate and audit any pertinent information for any particular contract period, will exist through ten (10) years from the final date of the contract period or the date of completion of any audit, whichever is later.

E. Contractor agrees to provide Health Care Services to Medicare Beneficiaries in a manner consistent with professionally recognized standards of health care.

F. Contractor shall comply with the confidentiality and enrollee accuracy requirements of CMS regulations with regard to Medicare Beneficiaries including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

G. Medicare Beneficiaries will not be held liable for payment of any fees that are the legal obligation of RMHMO. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

H. For all enrollees eligible for Medicare and Medicaid, Contractor may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Contractor will: (1) accept RMHMO's payment as payment in full, or (2) bill the appropriate State

source. [42 C.F.R. §422.504(g)(1)(iii)]

I. The Agreement contains a prompt payment provision (entitled "Time of Payment"), the terms of which were developed and agreed to by the contracting parties. RMHMO is obligated to pay Contractor under the terms of the Agreement between RMHMO and Contractor. [42 C.F.R. §§ 422.520(b)(1) and (2)]

J. Any services or other activity related to the Agreement which are performed by Contractor are consistent and comply with RMHMO's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

K. All contracts or written arrangements between Contractor and subcontractors or first tier or downstream entities for the provision of Health Care Services to Medicare Beneficiaries must contain a provision requiring that any services or other activity performed by such subcontractor, or first tier or downstream entity are consistent and comply with RMHMO's contractual obligations under its contract with CMS, and include the requirements, as applicable, of this subsection.

L. RMHMO may only delegate functions regarding services for Medicare Beneficiaries to Contractor, a subcontractor or downstream entity in a manner consistent with the requirements, laws, rules, and regulations governing Medicare. All contracts or written arrangements, including the delegation of any of RMHMO's activities or responsibilities under RMHMO's contract with CMS, must specify that the related entity, contractor or subcontractor must comply with all applicable Medicare laws, regulations, and CMS instructions. Any delegated activities or responsibilities under the Agreement shall be delineated in a separate exhibit attached to the Agreement. CMS and RMHMO reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or RMHMO determine that such parties have not performed satisfactorily. RMHMO will monitor the performance of Contractor on an ongoing basis. The credentials of medical professionals affiliated with Contractor will be either reviewed by RMHMO or the credentialing process will be reviewed and approved by RMHMO and RMHMO must audit the credentialing process on an ongoing basis. If RMHMO delegates the selection of providers, contractors, or subcontractor, RMHMO retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)]

M. As a Part D Plan Sponsor, RMHMO, on an ongoing basis will monitor the performance of the parties.

N. Contractor agrees to submit all claims for covered Part D drugs to RMHMO or its intermediary, as required by 42 C.F.R. § 423.120(c)(3), unless the Medicare Beneficiary expressly requests that a particular claim not be submitted to RMHMO or its intermediary.

8. Fraud Training. Contractor agrees to complete fraud training annually as required by 42 CFR § 422.503(b)(4)(vi)(C) and 42 CFR § 423.504(b)(4)(vi)(C). RMHMO will accept the certificate of completion of the CMS training as satisfaction of this requirement.

9. Overpayments. Contractor agrees to report and return to RMHMO, as required by 42 U.S.C. § 1320a-7k(d) any funds received, retained or derived from payments under Title XVIII or XIX of the Social Security Act to which Contractor is not entitled. Contractor shall report and return such funds to RMHMO no later than 60 days after Contractor identifies the overpayment. The report to RMHMO shall include a written statement of the reason of the overpayment.

In the event of a conflict between the terms and conditions above and the terms of the Agreement, the terms above control.

SECTION III. The paragraphs in Section III apply to State Health Care Programs.

1. Confidentiality. RMHMO is subject to the requirements of 45 C.F.R. § 205.50, as amended, section 10-16-423, C.R.S., as amended, and 42 C.F.R. §§ 431.304 — 431.307, as amended, regarding confidentiality of health information about Medicaid Recipients. Contractor shall hold and receive any health information about Medicaid Recipients subject to the above confidentiality requirements. Contractor shall comply with 42 C.F.R. part 431, subpart F, including 42 C.F.R. § 431.301, and section 26-1-114, C.R.S., regarding the confidentiality of information concerning applicants for and recipients of public assistance. Contractor shall protect the confidentiality of all Medicaid Recipient and CHP+ Covered Person records and other materials that are maintained in accordance with the terms of RMHMO's Medicaid Contract and CHP+ Contract. As part of these requirements, Contractor shall advise its employees and subcontractors, if any, that they are subject to these confidentiality requirements. Except for purposes directly connected with administration of RMHMO's Medicaid Contract or CHP+ Contract, no information about or obtained from any Medicaid Recipient or CHP+ Covered Person in the possession of Contractor shall be disclosed in a form identifiable with the Medicaid Recipient or CHP+ Covered Person without prior written consent of the Medicaid Recipient or CHP+ Covered Person, as applicable, or, if such Medicaid Recipient or CHP+ Covered Person is a minor, without the written consent of such minor's parent or guardian.

2. Records and Audits. Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of the program/project or the delivery of services to Medicaid Recipients and CHP+ Covered Persons under this Agreement sufficient to disclose fully the nature and extent of services/goods provided to each Covered Person. These records shall be maintained according to statutory or general accounting principles and shall be easily separable from other Contractor records. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a payment was made and shall include, but are not limited to:

A. All medical records, service reports, and orders prescribing treatment plans;

B. Records of goods, including such things as drugs and medical equipment and supplies, and copies of original invoices for such goods; and

C. Records of all payments received for the provision of such services or goods.

All such records, documents, communications, and other materials shall be maintained by Contractor for a period of six (6) years from the date services are provided under this Agreement, or for such further period as may be necessary to resolve any matters which may be pending with regard to such services, or until an audit by or on behalf of the federal or state government has been completed with the following qualification: If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit finding.

3. Insurance. The terms of this paragraph only apply to Contractor if and to the extent it is a "Subcontractor" providing goods and services under the Medicaid Contract. For purposes of this paragraph, "Subcontractor" means a third party engaged by RMHMO to aid in performance of its obligations under the Medicaid Contract. If Contractor is a Subcontractor which is a public entity within the meaning of the Colorado Governmental Immunity Act, section 24-10-101, et seq., C.R.S., as amended (the GIA), then Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to

meet its liabilities under the GIA. Contractor shall show proof of such insurance if requested by RME. If Contractor is not a public entity within the meaning of the GIA, but is a Subcontractor, Contractor shall obtain and maintain during the term of this Agreement the following:

A. Worker's Compensation Insurance as required by the state of Colorado (State) statute, and Employer's Liability Insurance covering all of Contractor's or subcontractor's employees acting within the course and scope of their employment.

B. General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

(1) $1,000,000 each occurrence;

(2) $1,000,000 general aggregate;

(3) $1,000,000 products and completed operations aggregate; and

(4) $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to RMHMO a certificate or other document satisfactory to Contractor showing compliance with this provision.

C. Protected Health Information Insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use and disclosure of Protected Health Information with minimum limits as follows:

(1) $1,000,000 each occurrence; and

(2) $2,000,000 general aggregate.

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

E. The State shall be named as additional insured on all Commercial General Liability policy (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any subcontractors.

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

G. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to RMHMO and RMHMO shall forward such notice to the State within seven days of RMHMO's receipt of such notice.

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

Contractor shall provide certificates showing insurance coverage required to RMHMO within seven (7) business days of the effective date of this Agreement. No less than fifteen (15) days prior to the expiration date of any such coverage, Contractor shall deliver to RMHMO

certificates of insurance evidencing renewals. Upon request of RME, Contractor shall within ten (10) days of such request, supply to RME evidence satisfactory to the State of compliance with the provisions of this paragraph.

4. Untrue or Misleading Information. Contractor shall not knowingly provide untrue or misleading information, as defined at sections 10-16-413(1)(a)-(c), C.R.S., regarding RMHMO's Medicaid Plan, CHP+ Program, other Medicaid managed care organizations, or Medicaid or CHP+ Program eligibility, to RMHMO Medicaid Recipients or CHP+ Covered Persons.

5. Medicaid Recipient Rights. Contractor shall comply with the requirements of RMHMO's Medicaid Contract with regard to the rights of Medicaid Recipients, including but not limited to the following:

A. Contractor shall provide interpreter services for Medicaid Recipients with communication disabilities or non-English speaking Medicaid Recipients when such an interpreter is necessary in order to render effective communication in connection with the provision of Health Care Services. RMHMO will assist Contractor in providing information in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example are visually limited or have limited reading proficiency.

B. Contractor shall provide Medicaid Recipients, in terms the Medicaid Recipients can understand, an explanation of the Medicaid Recipients complete medical condition, recommended treatment, risk(s) of the treatment, expected results and reasonable medical alternatives. If the Medicaid Recipient is not capable of understanding the information, the explanation shall be provided to the Medicaid Recipient's biological, adoptive or foster parent, guardian or designated client representative, and documented in the Medicaid Recipient's medical record.

C. Contractor shall ensure that Medicaid Recipients have the rights set forth in 42 C.F.R. section 438.100(b)(2), including but not limited to the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, consistent with 42 C.F.R., section 438.100.(b)(2)(v).

6. Medicaid and CHP+ Contracts Statutes and Regulations. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, Contractor and any subcontractor of Contractor shall comply with the following statutes and regulations:

A. Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101, et seq.)

B. Age Discrimination in Employment Act of 1967 (29 U.S.C. 621-634)

C. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101, et seq.)

D. Equal Pay Act of 1963 (29 U.S.C. 206(d))

E. Immigration Reform and Control Act of 1986 (8 U.S.C. 1324b)

F. Clean Air Act (42 U.S.C. 7401, et seq.)

G. Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 CFR Part 60)

H. Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.)

I. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)

J. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, et seq.)

K. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e)

L. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, et seq.)

M. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended (Civil Rights Division)

Contractor shall also comply with any and all laws and regulations applicable to these laws prohibiting discrimination on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions. In addition, Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction and services purchased. Any provider who feels that he/she has been discriminated against has the right to file a complaint either with the Colorado Department of Human Services or with the U.S. Department of Health and Human Services Office for Civil Rights.

7. Certifications. Pursuant to requirements of RMHMO's Medicaid Contract and CHP+ Contract, RMHMO is required to include in the Agreement and obtain Contractor's agreement to the following:

A. Lobbying.

(1) No Federal or appropriated funds have been paid or will be paid by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any contract, grant, loan or cooperative agreement that utilizes Federal funds.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) Contractor shall require that the language of this certification be included in the award documents for subawards at all tiers (including subgrants and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor shall include, without modification, the above certification in any subcontract to the Agreement it may enter into.

B. Suspension and Debarment. Contractor certifies that, to the best of its knowledge and belief, that the Contractor and its principals are not presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Contractor shall require that the language of the above certification be included in any subcontract to this Agreement into which it may enter and shall require any subcontractor to include the language of the above certification in any sub-subcontract to this Agreement into which subcontractor may enter. Contractor shall provide immediate written notice to RMHMO if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency. The terms "covered transaction," "debarment," "suspension," "ineligible," "principal," and "voluntarily excluded," as used in this paragraph have the meanings set out in 2 CFR Parts 180 and 376.

8. State Contracts. In addition to the foregoing, to the extent Contractor provides services in relation to RMHMO's CHP+ contract, Regional Collaborative Care Organization (RCCO) Program contract, Region 1 RCCO Medicare – Medicaid Program for the Accountable Care Collaborative (ACC) Program contract, or the ACC Payment Reform Pilot Program contract with the State of Colorado, Contractor agrees to comply with the requirements of such contracts that are applicable to subcontractors, as defined in such contracts.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT FOR PROTECTION OF INFORMATION

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans (herein "RMHMO")

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (herein "Vendor/Contractor")

Address of RMHMO and RME:

2775 Crossroads Boulevard
Post Office Box 10600
Grand Junction, CO 81502-5600

Address of Contractor:

225 North Pine Street, Suite E
Gunnison, CO 81230

Tax I.D. No.: 84-6000770

The purpose of this Business Associate Agreement for Protection of Information (Business Associate Agreement) is to comply with HIPAA, as hereinafter defined.

RME and Vendor/Contractor are parties to an underlying agreement for services.

The terms of the underlying agreement for services result in Vendor/Contractor's providing services to RMHMO, who is classified as a "Business Associate" of the Colorado Department of Health Care Policy and Financing under the Health Insurance Portability and Accountability Act of 1996.

The HIPAA regulations require RME to enter agreements that include mandated provisions and terms with all vendors and contractors and subcontractors who require access to PHI in order to perform functions on behalf of an RME.

Vendor/Contractor and RMHMO agree to all Terms and Conditions, attached.

This Agreement is dated and shall be effective on the date set forth below by RMHMO as the effective date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.,
a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans

By: _____
Michael E. Huotari, Vice-President of Legal and Government Affairs

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____ (Signature)
Paula Swenson (Name)
Chairperson (Title)

Effective Date: 7-1-16
(To be completed by RMHMO)

TERMS AND CONDITIONS

Definitions. Terms used but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164. All terms defined in this Business Associate Agreement shall have a meaning consistent with terms defined in 45 C.F.R. Parts 160 and 164. Capitalized terms in this Business Associate Agreement are defined as follows:

A. "Business Associate" shall mean, with respect to a Covered Entity, a person who is defined in 45 C.F.R. 160.103.

B. "Business Associate Agreement" means this document/agreement, which may be incorporated by reference into the underlying agreement, or entered by the parties separately from the underlying agreement.

C. "Covered Entity" shall have the meaning of the term "covered entity" as defined in 45 C.F.R. 160.103.

D. "Designated Record Set" means PHI maintained by or for RME, including but not necessarily limited to (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, case or medical management records; and (iii) any other records used, in whole or in part, to make decisions about Individuals.

E. "Disclose," "Disclosing" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

F. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and related HIPAA regulations (45 C.F.R. Parts 160-164) including specifically any amendments or additions to such regulations and the HIPAA Omnibus Rule.

G. "HIPAA Omnibus Rule" shall mean the Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act, 78 Federal Register 5566 (January 25, 2013), and any amendments thereto.

H. "Individual" means a natural person who is the subject of PHI.

I. "Information Privacy and Protection Laws" mean (i) HIPAA; (ii) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (iii) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an individual, and/or the payment for health or medical care for an individual; (iv) any statute, regulation, administrative or judicial ruling requiring a

party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (v) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to Individuals based upon the Individuals' status as consumers; and (vi) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to Individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over a Covered Entity, a Business Associate, an individual or RME.

J. "Minimum Necessary Information" means (i) in the case of routine and recurring types of Disclosures, information or records which the Disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the information or records which the Disclosing party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the Disclosing party; (iii) in the case of a Disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing party, or (C) to a public official for Disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the information or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).

K. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164 (Subparts A and E), and as amended.

L. "Protected Health Information" or "PHI" shall have the meaning as the term "protected health information" in 45 C.F.R. 160.103 and generally includes any information that identifies or could reasonably be believed used to identify an Individual, which in any way concerns that Individual's health status, health care, or payments for his or her health care.

M. "Receive," "Receiving" or "Receipt" means (i) to take physical delivery of media containing information, or (ii) in the case of electronic delivery, for information to come into existence in a party's information processing system in a form capable of being processed by or perceived from a system of that type by the Receiving party if the Receiving party has designated that system or address as a place for Receipt of Information to a Disclosing party and the Disclosing party does not know that the information cannot be accessed from the particular system.

N. "Rocky Mountain Entity" or "RME" means RMHMO, Rocky Mountain HealthCare Options, Inc., Rocky Mountain Health Management Corporation and Rocky Mountain Health Foundation, and any present or future affiliates or subsidiaries of any one of these entities.

O. "Security Rule" means the Security Standards for Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and as amended.

P. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR § 164.304.

Q. "Third Party" means any individual, person, or organization not a party to this Business Associate Agreement.

R. "Unsecured PHI" shall have the same definition as the term is given in 45 C.F.R. 164.402.

S. "Use" means the sharing, employment, application, utilization, examination, analysis, de-identification or commingling with other information, of information by a party that holds that information.

II. Permitted Uses and Disclosures by Vendor/Contractor.

A. Permitted Uses. The purpose(s) for which Vendor/Contractor may Use, Disclose, or have access to PHI includes those Uses, Disclosures, or access specifically identified in the underlying agreement when Vendor/Contractor is performing a function, service, or activity on behalf of RME. Specifically, the scope of PHI that may be Used, Disclosed, or accessed and/or the functions performed by Vendor/Contractor includes PHI necessary to perform functions required by the underlying agreement for services.

B. Compliance with Law. Vendor/Contractor will not Use, Disclose, or access PHI in violation of any Information Privacy and Protection Laws.

C. Limitations on Use and Disclosure. Vendor/Contractor further agrees to not Use or Disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law. Vendor/Contractor will not transfer PHI outside the United States without the prior written consent of RME. In this context, a "transfer" outside the United States occurs if Vendor/Contractor's workforce members, agents, or subcontractors physically located outside the United States are able to access, Use, or Disclose PHI. Vendor/Contractor may not use or disclose PHI in a manner that would violate HIPAA if done by RME, except as provided in Section III.D.

D. Management and Administration. Vendor/Contractor may use PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities. Vendor/Contractor may Disclose PHI for the proper management and administration of Vendor/Contractor or to carry out its legal responsibilities, provided the Disclosures are required by law, or Vendor/Contractor obtains reasonable assurances from the person to whom the PHI is Disclosed that the PHI will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and the person notifies Vendor/Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. Obligations and Activities of Vendor/Contractor.

A. Independent Obligation. Vendor/Contractor, consistent with its independent obligations under HIPAA, will comply with applicable provisions of the Security Rule and the Privacy Rule with respect to PHI created or obtained by it through the underlying agreement and this Business Associate Agreement.

B. Access to Records. Vendor/Contractor agrees to provide access, at the request of RME and in the time and manner designated by RME, to PHI in a Designated Record Set to RME or, as directed by RME, to an Individual in order to meet the requirements under 45 CFR 164.524. This is not necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

C. Amendment to Records. Vendor/Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that RME directs or agrees to pursuant to 45 CFR 164.526 at the request of RME and in the time and manner designated by RME. This is not necessary if Vendor/Contractor does not have PHI in a Designated Record Set.

D. Accounting for Disclosure of Records. Vendor/Contractor shall maintain an accounting or record of all Disclosures of PHI it makes as required by and in accordance with 45 C.F.R 164.528. The record of the Disclosure shall include the following information: (a) the date of the Disclosure, (b) the name and address of the organization and/or individual Receiving the information; (c) a brief description of the information Disclosed; (d) if the Disclosure was not to the Individual, the purpose for the Disclosure; and (e) a copy of all requests for Disclosures. Vendor/Contractor agrees to provide to RME, in the time and manner designated by RME, information collected in accordance with this section, to permit RME to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

E. Mitigation. Vendor/Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor/Contractor of a Use or Disclosure of PHI by Vendor/Contractor in violation of the requirements of this Business Associate Agreement.

F. Minimum Necessary and Limited Data Set. Generally, Vendor/Contractor's Use, Disclosure, or request for or of PHI shall utilize a limited data set if practicable. If use of a limited data set is not practicable, Vendor/Contractor shall limit the Use, Disclosure, or request to the Minimum Necessary Information for purposes of that transaction in accordance with HIPAA. Information required to be provided or submitted in standard transactions adopted under HIPAA and implementing regulations and authority are presumed to meet the Minimum Necessary Information requirements.

G. Security/Notification of Breach. At all times following the Receipt of PHI, until such time as the PHI is no longer in Vendor/Contractor's possession or subject to its control:

(1) Vendor/Contractor shall implement administrative, physical, and technical safeguards, as required by the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates,

Receives, maintains, or transmits on behalf of RME. Such administrative, physical, and technical safeguards, and other appropriate safeguards, shall be implemented in order to prevent any Use or Disclosure of PHI other than those permitted under this Business Associate Agreement;

(2) Vendor/Contractor shall notify RME within five (5) days of any Use or Disclosure of PHI not permitted by or contrary to the terms of this Business Associate Agreement of which Vendor/Contractor becomes aware;

(3) Vendor/Contractor shall notify RME within five (5) days of any Security Incident of which it becomes aware as required by 45 C.F.R. 164.314; and

(4) Vendor/Contractor shall comply with the applicable requirements of the HIPAA Breach Notification Rule (45 C.F.R. Part 164, Subpart D), and in particular with 45 C.F.R. 164.410, in order to notify RME of any breach of Unsecured PHI following the discovery of such breach. Such notice will be provided without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the breach.

H. Agents and Subcontractors. Vendor/Contractor agrees to ensure that any agent or subcontractor of Vendor/Contractor that creates, Receives, maintains, or transmits PHI agrees to the same restrictions and conditions that apply to Vendor/Contractor with respect to the PHI. Further, Vendor/Contractor shall implement and maintain sanctions against agents and subcontractors, if any, that violate such restrictions and conditions. Vendor/Contractor shall maintain the right to terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations or cure such violations within thirty (30) days, and shall take such other action as required by HIPAA, including reporting the violation to the U.S. Secretary of the Department of Health and Human Services.

I. Covered Entity Obligations. To the extent that Vendor/Contractor is carrying out RME's obligations under HIPAA, Vendor/Contractor shall comply with the requirements of HIPAA that apply to RME in performing such obligations.

J. Audits. Vendor/Contractor agrees to make its internal practices, books, and records relating to its access to, and Use and Disclosure of, PHI received from or on behalf of RME or created by Vendor/Contractor on behalf of RME available to RME or, at the request of RME, to the U.S. Secretary of the Department of Health and Human Services (Secretary) in a time and manner designated by RME or the Secretary for purposes of determining compliance with Information Privacy and Protection Laws.

K. Compliance with Law and Agreement. Each party to this Business Associate Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all applicable Information Privacy and Protection Laws and with each party's duties and obligations pursuant to this Business Associate Agreement.

IV. Information Transmission Agreement

A. Transmission of PHI. In arranging for transmission or exchange of PHI with RME, regardless of the format of the information or the method of transmission utilized, Vendor/Contractor will cooperate with RME to reasonably safeguard such information from unauthorized Disclosure.

V. Term and Termination

A. Effective Date. The Effective Date of this Business Associate Agreement shall be the effective date indicated on the signature page of this Business Associate Agreement.

B. Term. Except as otherwise agreed, this Business Associate Agreement shall be in effect for the term of the underlying agreement and shall be renewed with any renewal or extension of the underlying agreement.

C. Termination for Cause. Notwithstanding anything to the contrary in this Business Associate Agreement or the underlying agreement, following RME's discovery and determination of a material breach by Vendor/Contractor of the terms of this Business Associate Agreement, and Vendor/Contractor's failure to cure or end the violation within any time period agreed to by RME, if any, RME may:

(1) Terminate this Business Associate Agreement and the underlying agreement or contract upon written notice to Vendor/Contractor without any judicial intervention being required and without liability for such termination; or

(2) If termination is not feasible, report the issue to the Secretary of the U.S. Department of Health and Human Services.

D. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Business Associate Agreement, for any reason, Vendor/Contractor shall return or destroy all PHI Received from RME, or created or Received on behalf of RME. Vendor/Contractor shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Vendor/Contractor, and to PHI Disclosed by Vendor/Contractor to Third Parties.

(2) In the event that Vendor/Contractor determines that returning or destroying PHI is not feasible, Vendor/Contractor shall provide to RME notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Vendor/Contractor shall extend the protections of this Business Associate Agreement to any PHI that is so retained and not destroyed and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as such PHI is maintained.

E. Archiving of Information. Any Information retained by Vendor/Contractor pursuant to paragraph V.D.2. above shall be returned or destroyed when the circumstances making its return or destruction infeasible no longer exist, and until such time, Vendor/Contractor shall continue to comply with all requirements and

protections that apply to PHI under this Business Associate Agreement for as long as such information is retained.

VI. General Provisions

A. Amendment of Agreement. This Business Associate Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing: (1) RME may unilaterally amend this Agreement in order to comply with HIPAA and any other applicable federal or state laws or regulations, effective immediately upon written notice to Vendor/Contractor; and (2) upon the addition of, change, or amendment to HIPAA or any other applicable federal or state laws or regulations relevant to the terms of this Business Associate Agreement which would require an amendment, this Business Associate Agreement shall be deemed to be amended to comply with such addition, change or amendment.

B. Indemnification. Each party will indemnify, hold harmless, and defend the other parties to this Business Associate Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Business Associate Agreement; and (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with the party's performance under this Business Associate Agreement.

C. Survival. The obligations of Vendor/Contractor under section V.D. of this Business Associate Agreement shall survive termination of the underlying agreement.

D. No Agency or Partnership. This Business Associate Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Business Associate Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

E. No Rights to Individuals. This Business Associate Agreement shall not be construed to provide any right to an Individual or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Business Associate Agreement. The sole purpose of this Business Associate Agreement is to establish the respective rights and duties of the parties hereto (and of RME). Any rights of an Individual are derived solely from law and not from this Business Associate Agreement.

F. RMEs Benefit from Agreement. An RME other than the signatory to this Business Associate Agreement shall be a third party beneficiary of this Business Associate Agreement to the extent that Vendor/Contractor provides services to such RME. To the extent that an RME other than the signatory to this Business Associate Agreement is a third party beneficiary of this Business Associate Agreement, such RME shall also have the obligations of the signatory to this Business Associate Agreement as set forth herein.

G. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Business Associate Agreement or any part of it, nor any benefit or interest in or under it, to any Third Party without the prior written consent of all other parties.

H. Interpretation. Any ambiguity in this Business Associate Agreement or inconsistency with a provision of the underlying agreement shall be resolved in favor of a meaning that permits RME to comply with applicable Information Privacy and Protection Laws.

EXHIBIT D – ACCOUNTABLE CARE SERVICES AGREEMENT

Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") and Gunnison County Department of Health and Human Services ("Partnering Organization") identified in the signature block desire to enter into this ACCOUNTABLE CARE SERVICES AGREEMENT ("AGREEMENT") to describe the purposes, activities, scope, limitations, requirements, and roles of the parties with respect to the collaborative data use, access and aggregation in order to conduct research, treatment and health care operations activities associated with various Initiatives described herein.

RECITALS

RMHMO has been, and may in the future be, engaged in projects, pilot programs, government programs, and other activities related to innovative health care programs, transformative care models, and payment reform and related assessments ("Initiatives"), including for example: efforts to increase the integration and coordination between primary care and behavioral health care, mental health care and substance abuse treatment, and community based resources; Medicaid Accountable Care Collaborative and "medical home" models of care; the Colorado Primary Care Initiative; efforts to increase the efficient and secure exchange of health information and data among authorized health care providers.

On occasion, RMHMO and its participating providers and Partnering Organizations want to assess the impacts of such Initiatives and models in order to contribute to generalizable knowledge through research to report on such Initiatives, or provide information that is useful in relation to assessing and improving RMHMO's and the various practices' health care operations activities and the practice's treatment protocols or guidelines. For example, RMHMO may work with the University of Colorado to conduct research into the impact of primary care physician global payment methodologies and the integration and coordination of behavioral health care, mental health and substance abuse treatment with primary care.

NOW THEREFORE, RMHMO and the Partnering Organization identified in the signature block below (collectively referred to herein as the "Parties") in consideration of the promises and assurances contained herein, and other good and valuable consideration, agree to the terms set forth below:

1. Purposes. The Parties may use protected health information held by RMHMO and the Partnering Organization for purposes of research projects related to the Initiatives, or to engage in data aggregation and to obtain data analysis for purposes of case management, care coordination, treatment, quality improvement and other health care operations. Any and all such uses shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), related regulations (45 CFR Parts 160-164) including any amendments or additions to such regulations ("HIPAA"), and other applicable state and federal laws.

2. Limited Data Set and Business Associate Agreement. The Partnering Organization hereby grants authority to RMHMO to conduct data analysis, aggregation and research, to assist the Partnering Organization with health care operations activities, and to engage third parties to assist in performance of such activities. RMHMO may have access to and use protected health information obtained from or on behalf of the Partnering Organization to create a "limited data set," as such term is defined and described by 45 C.F.R. 164.514(e), and to use such information for RMHMO's own research and health care operation activities. Such limited data sets may be aggregated with protected health information maintained by other health care providers other sources. In creating a "limited data set" and performing other activities for or on behalf of the Partnering Organization, RMHMO is acting as a Business Associate of the Partnering Organization, and therefore agrees to the HIPAA compliant business associate agreement terms attached hereto as Attachment A.

3. Data Use Agreement. In addition, to the extent RMHMO is conducting research or health care operations for its own purposes and using a limited data set, RMHMO expressly agrees:

a. Not to use or further disclose information in the limited data set in a manner that would violate the requirements of HIPAA if done by a HIPAA "covered entity;"

b. Not to use, or disclose the information and data in the limited data set other than as permitted by this AGREEMENT or as otherwise required by law;

c. To use appropriate safeguards to prevent the use or disclosure of the limited data set other than as provided for by this AGREEMENT;

d. To report to the Partnering Organization any use or disclosure of the limited data set not provided for and permitted by this AGREEMENT of which RMHMO becomes aware;

e. To ensure that any agents, including subcontractors, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to RMHMO with respect to the limited data set;

f. Not to identify information in the limited data set or attempt to identify the individuals whose information is contained in the limited data set or contact such individuals;

g. That the Partnering Organization shall have the right to terminate use of the limited data set (i) at any time, without cause, by providing 30 days advance written notice, or (ii) immediately, by providing written notice, if RMHMO has violated any of the conditions set forth in this paragraph 3 or has accessed or used the limited data set for any purpose not described herein.

4. Grant of Authority. RMHMO is hereby granted authority to enter HIPAA compliant Data Use Agreements on behalf of the Partnering Organization with other third-party researchers so that such third parties may conduct research.

5. Miscellaneous.

a. Termination. Any party may terminate its participation in this AGREEMENT for any reason upon thirty (30) days prior written notice given to the other Party.

b. Liability. Each Party shall be responsible for its own acts or omissions, including those of its agents, officers, or employees, while performing their duties under this AGREEMENT to the full extent allowed by law.

c. Patient Confidentiality. With respect to a research subject's or patient's medical records, the Parties agree to hold in confidence the identity of the patients and their Protected Health Information ("PHI") as that term is defined by HIPAA in accordance with Applicable Laws, except to the extent necessary to be disclosed to regulatory agencies as part of the review process and as permitted by an Institutional Review Board (IRB)-approved Informed Consent form.

d. Assignment. No Party shall assign any part of this AGREEMENT without the prior written permission of the other Parties. This AGREEMENT shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and permitted assigns, subsidiaries and affiliates.

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

f. Effective Date. The effective date of this AGREEMENT shall be January 1, 2016.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans

By: _____
(signature)

Michael E. Huotari, Vice-President of Legal and Government Affairs

GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
(signature)

Paula Swenson
(print/type name)

Chairperson
(print/type title)

Attachment A: Business Associate Agreement

RECITALS

WHEREAS, Rocky Mountain Health Maintenance Organization, Inc. ("RMHMO") and Gunnison County Department of Health and Human Services ("Partnering Organization") identified in the signature block of the Accountable Care Services Agreement ("Services Agreement") to which this Attachment A is attached have agreed to engage in collaborative data use, access and aggregation in order to conduct research, health care operations, and treatment related activities associated with various Initiatives described in the Services Agreement.

WHEREAS, RMHMO will be performing functions on behalf of the PARTNERING ORGANIZATION, as further described in the Services Agreement, which will require that RMHMO have access to PHI that RMHMO would not otherwise have in its independent role as a Covered Entity.

WHEREAS, in the performance of such functions described above, RMHMO is a Business Associate of the PARTNERING ORGANIZATION.

WHEREAS, the purpose of this BUSINESS ASSOCIATE AGREEMENT ("Agreement") is to comply with HIPAA as it applies to the PARTNERING ORGANIZATION and RMHMO.

WHEREFORE, In consideration of the mutual promises made between RMHMO and the PARTNERING ORGANIZATION in the underlying Services Agreement, the parties agree as follows:

I. Definitions.

The following terms (whether capitalized or not) used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Treatment, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of RMHMO.

RMHMO agrees to:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement and the underlying Services Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) Report to PARTNERING ORGANIZATION any use or disclosure of protected health information not provided for by the Services Agreement or this Agreement of which it becomes aware that occur when RMHMO is performing services as a Business Associate, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. PARTNERING ORGANIZATION and RMHMO will work cooperatively to complete breach assessments, and address and comply with breach notification requirements of HIPAA.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of RMHMO agree to the same restrictions, conditions, and requirements that apply to RMHMO with respect to such information;

(e) Make available protected health information in a designated record set to PARTNERING ORGANIZATION as necessary to satisfy the PARTNERING ORGANIZATIONS's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the PARTNERING ORGANIZATION pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the PARTNERING ORGANIZATION's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to PARTNERING ORGANIZATION to satisfy obligations under 45 CFR 164.528;

(h) To the extent that RMHMO is to carry out one or more of the PARTNERING ORGANIZATION's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the PARTNERING ORGANIZATION in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by RMHMO

(a) RMHMO may only use or disclose protected health information as necessary to perform the services described and for the purposes described in the underlying Services Agreement to which this Agreement is attached as an Attachment. Notwithstanding the foregoing, no provision or term of this Agreement shall prevent,

restrict, or prohibit RMHMO's use or access to PHI that RMHMO has otherwise created, obtained or maintains in its individual capacity as a Covered Entity or in RMHMO's capacity as a Business Associate of a Covered Entity other than the Partnering Organization.

(b) RMHMO may use or disclose protected health information as required by law.

(c) RMHMO agrees to make uses and disclosures and requests for protected health information consistent with its own Minimum Necessary policies and procedures that RMHMO has established in its independent capacity as a Covered Entity health plan.

(d) RMHMO may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by PARTNERING ORGANIZATION.

(e) RMHMO may use protected health information for the proper management and administration of the RMHMO or to carry out the legal responsibilities of the RMHMO.

(f) RMHMO may provide data aggregation services relating to the health care operations of the PARTNERING ORGANIZATION.

IV. Provisions for PARTNERING ORGANIZATION to Inform RMHMO of Privacy Restrictions

(a) PARTNERING ORGANIZATION shall notify RMHMO of any limitation(s) in the notice of privacy Partnering Organizations of PARTNERING ORGANIZATION under 45 CFR 164.520, to the extent that such limitation may affect RMHMO's use or disclosure of protected health information.

(b) PARTNERING ORGANIZATION shall notify RMHMO of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect RMHMO's use or disclosure of protected health information.

(c) PARTNERING ORGANIZATION shall notify RMHMO of any restriction on the use or disclosure of protected health information agreed to or that PARTNERING ORGANIZATION is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect RMHMO's use or disclosure of protected health information.

V. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the underlying Services Agreement, and shall terminate when the Services Agreement terminates or on the date PARTNERING ORGANIZATION terminates for cause as authorized in paragraph (b) of this Section V., whichever is sooner.

(b) Termination for Cause. RMHMO authorizes termination of this Agreement by PARTNERING ORGANIZATION if RMHMO has violated a material term of the Agreement and has failed to cure the breach or end the violation within the timeframe specified by PARTNERING ORGANIZATION.

(c) Obligations of RMHMO Upon Termination. Upon termination of this Agreement for any reason, RMHMO, with respect to protected health information received from PARTNERING ORGANIZATION under the Services Agreement, or created, maintained, or received by RMHMO on behalf of PARTNERING ORGANIZATION, shall:

1. Retain only that protected health information which is necessary for RMHMO to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to PARTNERING ORGANIZATION (or destroy if agreed to by PARTNERING ORGANIZATION) the remaining protected health information that the RMHMO still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as RMHMO retains the protected health information;

4. Not use or disclose the protected health information retained by RMHMO other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) of Section III above under "Permitted Uses and Disclosures By RMHMO" which applied prior to termination; and

5. Return to PARTNERING ORGANIZATION, or if agreed to by PARTNERING ORGANIZATION, destroy the protected health information retained by RMHMO when it is no longer needed for RMHMO's proper management and administration or to carry out its legal responsibilities.

6. Survival. The obligations of RMHMO under this Section shall survive the termination of this Agreement.

VI. Miscellaneous

(a) Amendment of Agreement. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, PARTNERING ORGANIZATION may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations, effective immediately upon written notice to RMHMO. Upon the addition of, change, or amendment to any applicable federal or state laws or regulations which would require an amendment to this Agreement, this Agreement shall be deemed to be amended to comply with such addition, change or amendment.

(b) Indemnification. Each party will indemnify, hold harmless and defend the other parties to this Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Agreement; and (b) any claims, demands, awards, judgments, actions and

proceeding made by any person or organization, arising out of or in any way connected with the party's performance under this Agreement.

(c) No Agency or Partnership. This Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

(d) Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party to this Agreement.

(e) Interpretation. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Letter of Agreement for Daniel's Fund grant for Choice Pass.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 11/25/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/3/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/4/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

DANIELS FUND®

October 17, 2025

Matthew Birnie
Gunnison County
200 East Virginia Ave
Gunnison, CO 81230

Dear Matthew Birnie,

On behalf of the Daniels Fund, it is a pleasure to provide a grant to Gunnison County, ("Grantee"), in the amount of $50,000 for Substance Abuse Prevention Project. The specific terms of your grant are described in Schedule A.

To comply with the Internal Revenue Code ("Code") and as a condition to receiving the grant, we ask that you make the following agreements with respect to the grant.

1. Gunnison County agrees to use the grant exclusively for the specified purposes. No part of the grant may be used for purposes other than charitable, scientific, or educational purposes within the meaning of Section 170(c)(2)(B). of the code. Any modification of the use of grant funds is subject to the Daniels Fund's prior approval.

2. Gunnison County represents and warrants to the Daniels Fund that it is a governmental unit referred to in section 170(c)(1) of the Internal Revenue Code. Additionally, the organization will use the grant, and any income therefrom, exclusively for public purposes.

3. Gunnison County will return to the Daniels Fund any unexpended funds at the close of the grant period. Unexpended funds will be promptly returned if either of the following occur:
    a) The Daniels Fund determines that the Grantee organization has not performed in accordance with these terms, or in accordance with the purposes as represented in the approved request upon which the grant was based.

4. Gunnison County will not directly or indirectly use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

5. Gunnison County will not, directly or indirectly, use any portion of the grant funds to participate in or organize voter registration initiatives.

6. Gunnison County will not, directly or indirectly, use any portion of the grant funds to carry on propaganda or otherwise attempt to influence legislation.

7. No part of the grant funds may be used for a grant to any organization considered to be a private foundation for federal tax purposes unless you comply with the applicable "expenditure responsibility" provisions of the Code.

8. No part of the grant funds will be paid to any Daniels Fund director, officer or associate for any purpose.

9. Gunnison County attests that it will comply with federal, state, and local laws of nondiscrimination in the use of these funds, employment, and board membership.

10. Gunnison County will maintain adequate financial records related to the expenditure of grant funds and will make these records available to the Daniels Fund or its representative at reasonable times, if requested. Records related to the grant will be retained for at least four (4) years after grant funds are fully expended.

11. Gunnison County will use the name, logo or other information identifiable with the Daniels Fund only upon the written consent of the Daniels Fund communications office. A copy of all published media will be provided to the Daniels Fund. Gunnison County agrees to allow the Daniels Fund to use the name, logo or other information identifiable with Gunnison County in the Daniels Fund's periodic reports and media releases.

12. Gunnison County may not assign or otherwise transfer its rights or delegate any of its obligations under this grant, without prior written approval from the Daniels Fund.

13. By accepting this grant, Grantee agrees that neither the Daniels Fund nor any of its officers, directors, associates or agents, assumes any responsibility or liability regarding the grant or its use. Grantee is solely responsible for the acts, conduct, behavior and actions of its officers, directors, employees, agents, and partners with respect to the use and administration of the grant, including the responsible use and administration of the grant in accordance with all laws, rules and regulations, and best business practices.

14. Gunnison County did not provide any goods or services in consideration, in whole or in part, for the grant funds.

15. This Agreement, including any exhibits, schedules, or other addenda identified and incorporated by reference herein, contains the entire understanding of the Parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth herein. There are no representations, warranties, covenants, promises, agreements, arrangements, or understandings, oral or written, express or implied, among the parties hereto relating to the subject matter set forth in this Agreement which have not been fully expressed herein.

16. The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the C.R.S. 24-71-101 by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

SCHEDULE A

DESCRIPTION OF GRANT

Grant Maker:	Daniels Fund 101 Monroe Street Denver, Colorado 80206 Tax ID: 84-1393308 Tel: (303) 393-7220
Grant Recipient:	Gunnison County
I confirm that this mailing address is correct, or I have emailed GrantsInfo@DanielsFund.org ***with the correction:***	200 East Virginia Ave Gunnison, CO 81230
Tax ID:	84-6000770
Tax Status:	501(c)(1) Government Instrumentality
Amount of Grant:	$50,000
Purposes of Grant:	Substance Abuse Prevention Project
Grant Period:	Funding is for this specific period: October 31, 2025 - October 31, 2026
Grant Payment Terms:	Full payment will be released within approximately 30 days of receipt of this signed Letter of Agreement.

Expected Results:

Metric	End Date	Measured by
The Choice Pass program will enroll 560 6th through 12th grade youth into the program.	October 31, 2026	Enrollment database
At least 93% of Choice Pass participants (520) will report an increase in perception of harm for regular substance use.	October 31, 2026	Participant Surveys
During the 12-month grant period, 80% of participants (448) will be randomly drug-tested with 95% (425) passing the test.	October 31, 2026	Random Drug Test Results

Reporting Requirements:

1. **Final Report:** Within thirty (30) days after the end of the grant period, Gunnison County will submit a Grantee Final Report to the Daniels Fund. The link to the online report form will be sent to the Grantee at least thirty (30) days before the report due date.

Organizations are not eligible to apply for additional funds from the Daniels Fund until the grant period has been completed and the Grantee Final Report has been received.

To acknowledge this agreement and accept the grant, please review the grant terms in this letter and in Schedule A. Please execute the Letter of Agreement via Conga Sign. After receipt of this fully executed LOA via Conga Sign, we will issue payment pursuant to the grant payment terms outlined in Schedule A.

We are happy to answer any questions you may have; please contact GrantsInfo@DanielsFund.org with questions about this Agreement or Conga Sign. If you have any programmatic questions, please contact **Jake Stratman at jstratman@danielsfund.org.**

Ensure that all correspondence concerning this grant references the Grant ID Number displayed at the top of the first page.

One of the guiding principles of the Daniels Fund is our belief that boundless opportunities can exist for each and every individual. The work of organizations such as Gunnison County makes this a reality. On behalf of the Daniels Fund, we wish you every success.

Sincerely,

12-8-25

Luke Ragland, Senior Vice President

Grant Recipient: Gunnison County

12/09/25

Signature:

Matthew Birnie, County Manager

Name:

12/9/25

Date:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 12/22/2025 **Term Ends:** **Grant Contract #:**

Summary:

The Board agrees to employ Employee as the Deputy County Attorney and Employee agrees to be employed as the Deputy County Attorney, pursuant to the terms and conditions of this Agreement beginning December 22, 2025.

Fiscal Impact: Yes - HR and Finance have the info

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/1/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: Discharge Date: 11/25/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/4/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY DEPUTY COUNTY ATTORNEY
EMPLOYMENT AGREEMENT

THIS GUNNISON COUNTY DEPUTY COUNTY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into this 2nd day of December, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Rachel Allen("Employee").

1. Employment as Deputy County Attorney. The Board agrees to continue to employ Employee as the Deputy County Attorney, and Employee agrees to be employed as the Deputy County Attorney, pursuant to the terms and conditions of this Agreement, beginning on December 22, 2025 ("Effective Date").

2. Duties. Employee shall serve at the pleasure of the Board and under the direct supervision of the County Attorney, who shall have authority to oversee the work of Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. In the absence of the County Attorney, employee shall perform those duties specifically directed by the full Board, not individual members thereof, as well as such other duties that, in Employee's best professional judgment, are required to serve as an attorney for the County and to provide legal advice, representation and counsel to the County.

3. Personnel Policies and Procedures. Except as otherwise expressly set forth in this Agreement, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee, unless otherwise determined by the County Attorney in his or her sole discretion or to the extent required by law.

4. Term. This Agreement shall remain in full force in effect from the Effective Date until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this Agreement. This Agreement may be subject to no earlier than December 22, 2028 and every three (3) years thereafter, unless otherwise terminated. At the review date, the parties will review the duties and compensation of the position with the intent of negotiating potential changes those provisions at the discretion of the Parties.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County, including those set forth below:

a. Vacation. Employee shall accrue vacation at 10 hours per month until such time as she would be eligible for increased accrual under Section 8 "Vacation" of the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours, the

maximum accrual limit under County policy.

b. Sick Leave. The Employee shall begin employment with a balance of 40 sick leave hours and shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third of 720 hours (720 x .333).

c. Executive Leave. Employee shall have a total of 7 days (56 hours) of Executive Leave starting in the calendar year 2026 and each calendar year thereafter. Executive Leave shall not accrue further, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall comply with all relevant County policies and procedures.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Health and Welfare Benefits. Employee shall be afforded access to all health and other employee benefits per County policy.

g. County Holidays. Employee shall receive the benefit of all paid County Holidays as set forth by the Board of County Commissioners.

h. Continuing Legal Education. County shall reimburse Employee for the expenses associated with Continuing Legal Education ("CLE") courses required by Colorado Supreme Court in accordance with County personnel polic(ies) regarding employee training, including tuition fees, meals, lodging and travel expenses. Such reimbursement shall not exceed One Thousand Five Hundred Dollars ($1,500) per calendar year.

i. Colorado Bar Dues. County shall reimburse Employee the fee(s) or dues assessed by the Colorado Supreme Court to maintain an active license to practice law in the State of Colorado as well as the fees or dues necessary to practice in the United States District Court for the District of Colorado, except that the County shall not be responsible for any fees, charges or assessments related to Employee's failure to timely apply for or otherwise maintain a proper and active license to practice, including but not limited to any costs or expenses associated with any disciplinary investigation or action by the Colorado Bar in relation to Employee.

6. Compensation. During the period of employment, the Board agrees to pay

Employee for Employee's services a base salary of One-hundred twenty thousand dollars and zero cents($120,000).

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Attorney shall be responsible for reviewing and evaluating the performance of Employee at least annually and to the extent required by County policy.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for compensation greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload, but shall normally be present during the County's business hours unless otherwise permitted by the County Attorney.

10. Employee's Responsibilities.

a. Outside Employment. Employee shall not engage in any outside employment nor engage in any activity that creates an actual or potential conflict of interest with the County.

b. Ethical Responsibilities. Employee shall at all times timely observe and comply with all ethical and professional licensure and other standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County. Failure to comply with this Paragraph 10(b), at the sole discretion of the County, may result in termination without Employee receiving or otherwise being eligible for severance pay as described in Paragraph 11(b) of this Agreement. Such failure includes, but is not limited to, Employee's failure to obtain and maintain an active license to practice law in the State of Colorado.

c. Status as Employee. It is the intention of Board and Employee that

Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

11. Termination of Employment by County.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Board of County Commissioners at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the Board of County Commissioners to terminate the employment relationship at any time for any reason or for no reason at all.

b. Severance Pay. If the employment relationship is terminated by the County Attorney at any time during the period of employment and Employee is ready, willing and able to perform the duties of Deputy County Attorney, the County shall provide Employee severance pay in the amount equal to three (3) months base pay, plus benefits, at the rate of Employee's pay and benefits at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period, whichever is greater, **except** if the relationship is terminated for breach of this agreement, nonperformance or unacceptable performance of work, or for violation of any law, ethical or professional standard or other obligation imposed by constitution, statute or other provision of law, there shall be no severance pay.

12. Termination by Resignation of Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, the severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement due to Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury or other mental or physical incapacity from performing the essential functions of the Deputy County Attorney position, or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship and provide severance pay to Employee pursuant to Section 11(b) of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject

matter hereof. Upon the Effective Date, all such prior agreement(s) shall be deemed to be null, void and otherwise terminated by the parties.

15. Venue and Choice of Law. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not preempted by any applicable federal law. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

16. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Board and Employee have executed this Agreement as of the day and date as first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

_____
Laura Puckett-Daniels, Chairperson

EMPLOYEE

_____
Rachel Allen
Deputy County Attorney

ATTEST:

_____
Deputy County Clerk

matter hereof. Upon the Effective Date, all such prior agreement(s) shall be deemed to be null, void and otherwise terminated by the parties.

15. Venue and Choice of Law. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not preempted by any applicable federal law. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

16. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Board and Employee have executed this Agreement as of the day and date as first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Matthew Birnie, County Manager

EMPLOYEE

Rachel Allen
Deputy County Attorney

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement: Eide Bailey

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Consultant services to apply for tax rebate for federal tax incentives for geothermal, solar, and efficiency projects. Estimates attached are for the Whetstone project. We will ask for estimates to add Sawtooth 2 rebates to the scope

Fiscal Impact: $125,000-=$150,000

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/1/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Although we would normally request professional liability insurance, the SOW for this contract suggests liability risk is probably low. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

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EIDE BAILLY LLP
MASTER SERVICES AGREEMENT

GENERAL

1) This Master Services Agreement ("Agreement") describes Eide Bailly LLP's standard terms and conditions applicable to the provision of Eide Bailly's services to the Client. For the purposes of this Master Services Agreement, any reference to "Eide Bailly" is a reference to Eide Bailly LLP. Any reference to "Client" is a reference to the party or parties that have engaged Eide Bailly to provide services and the party or parties ultimately responsible for payment of Eide Bailly's fees and costs. Client acknowledges and agrees that Eide Bailly is not in a fiduciary relationship with it and Eide Bailly has no fiduciary responsibilities to Client in the performance of its services described herein or in any applicable Statement of Work. As between this Agreement and any applicable Statement of Work, the language in this Agreement will control.

BILLING, PAYMENT, & TERMINATION

2) Billing and Payment Terms. Eide Bailly will bill Client for its professional fees and costs as provided in a Statement of Work. All bills are payable upon receipt and will include actual out-of-pocket expenses, administrative charges, and a technology fee. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Should our relationship terminate before the services provided for in a separate Statement of Work are completed, Client will be billed for services to the date of termination.

3) Termination. Either party may terminate this Agreement by written notice to the other party at any time for any reason, except Eide Bailly shall not terminate in a manner that causes undue harm to Client. Nothing in this Agreement shall prohibit Eide Bailly from terminating this Agreement or any Statement of Work where termination is required by applicable professional standards.

INFORMATION AND DATA

4) Sharing of Information. During the course of the engagement, Eide Bailly will only provide confidential engagement documentation to Client via Eide Bailly's secure portal or other secure methods, and request that Client uses the same or similar tools in providing information to Eide Bailly. Should Client choose not to utilize secure communication applications, Client acknowledges that such communication contains a risk of the information being made available to unintended third parties. Similarly, Eide Bailly may communicate with Client or its personnel via e-mail or other electronic methods. Client acknowledges that communication in those mediums contains a risk of misdirected or intercepted communications.

5) Remote Access. Should Client provide Eide Bailly with remote access to its information technology environment, including but not limited to its financial reporting system, Client agrees to (1) assign unique usernames and passwords for use by Eide Bailly's personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of Client's data; (3) limit access to the areas of Client's technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to Eide Bailly upon the completion of procedures for which access was provided. Eide Bailly agrees to only access Client's technology environment to the extent necessary to perform the identified procedures.

6) Electronic Sites. Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on Client's website or elsewhere, Client understands that electronic sites are a means to distribute information and, therefore, Eide Bailly is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

7) Data and Records. Eide Bailly cannot agree to be the sole host and/or the sole storage for Client's financial and nonfinancial data. It is Client's responsibility to maintain Client's original data and records and Eide Bailly cannot be responsible to maintain such original information. By signing this Agreement, Client affirms that it has all the data and records required to make its books and records complete.

8) Mandatory Disclosures. Eide Bailly may be requested to make certain engagement

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documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly's personnel. Furthermore, upon request, Eide Bailly may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. Eide Bailly will be compensated for any time and expenses, including time and expenses of legal counsel, it may incur in making such documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of Eide Bailly's performance of these services. Client and its attorney will receive, if lawful, a copy of every subpoena Eide Bailly is asked to respond to on its behalf. Wherever possible and as permitted under applicable court rules, Eide Bailly will work with Client to limit costs Client may incur."

9) Service Providers. Eide Bailly may use third-party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering its services to Client. Eide Bailly's use of service providers may require access to Client information by the service provider. Eide Bailly will take reasonable precautions to determine that such service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. Eide Bailly will remain responsible for the confidentiality of Client information accessed by such service provider and any work performed by such service provider. Client acknowledges that its information may be disclosed to such service providers, including those outside the United States.

10) Use of Artificial Intelligence. While providing the services set forth in this Agreement, in order to enhance the quality and efficiency of services provided, Eide Bailly may use tools incorporating artificial intelligence, including, but not limited to, algorithms, machine learning, and automated processes ("AI"). The use of such technologies will comply with applicable laws and regulations. Eide Bailly will use appropriate due diligence and best practices to ensure that any AI tools and methods are secure.

11) Confidential Information. Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this Agreement or as otherwise necessary for Eide Bailly to provide the services. Client's confidential information is defined as any information it provides to Eide Bailly that is not available to the public. Eide Bailly's confidential information includes its engagement documentation for engagements performed under this Agreement. Eide Bailly's engagement documentation, including all workpapers, shall at all times remain the property of Eide Bailly. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

12) Retention Period. Eide Bailly agrees to retain its documentation or work papers for a period of at least eight years from the date of a report, other engagement deliverables, and/or completion of the engagement.

DISPUTES & LIMITATIONS

13) Mediation. Any disagreement, controversy, or claim arising out of or related to any aspect of Eide Bailly's services or relationship with Client (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Minneapolis, Minnesota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

14) Limitation of Liability. Unless disallowed by law or regulation, the exclusive remedy available to Client for any alleged loss arising from or related to Eide Bailly's services shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this Agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to Client exceed two times fees paid under the applicable Statement of Work, nor shall Eide Bailly ever be liable to Client for indirect, special, incidental,

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consequential, punitive, or exemplary damages, or attorneys' fees.

15) Time Limitation. Unless disallowed by law or regulation, Client may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("limitation period") after the date when Eide Bailly delivered the report, return, or other deliverable as identified in a relevant Statement of Work or upon termination of the Statement of Work, whichever is earlier, regardless of whether Eide Bailly performs other services for Client. The limitation period applies and begins to run even if Client has not suffered any damage or loss or has not become aware of a possible dispute.

16) Limited Indemnity. Eide Bailly shall not be responsible for any misstatements in its deliverables to Client that it may fail to detect as a result of misrepresentations or concealment of information by any of Client's owners, directors, officers, or employees. Unless disallowed by law, regulation, or applicable professional standards and as allowed by Colorado law, Client shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages, and attorneys' fees arising from any such misstatement or concealment of information.

If, through no fault of Eide Bailly, it is named as a party to a dispute between Client and a third party, and as allowed by Colorado law, Client shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) it incurs in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this Agreement unless the services were performed in accordance with professional standards in all material respects.

17) Governing Law and Venue. Any Dispute between us, including any Dispute related to the engagement contemplated by this Agreement, shall be governed by Colorado law. Any unresolved Dispute shall be submitted to a federal or state court located in Gunnison County, Colorado.

18) Assignment. Client shall not assign, sell, barter, or transfer any legal rights, causes of actions, claims, or Disputes it may have against Eide Bailly to any person.

OTHER

19) U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies. Where Eide Bailly is providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

20) HLB International. Eide Bailly is a member of HLB International, a worldwide organization of accounting firms and business advisors ("HLB"). Each member firm of HLB, including Eide Bailly, is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions, and no other member assumes any liability for such acts or omissions. Neither Eide Bailly nor any of its affiliates are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly or any of its affiliates are aware of such acts or omissions of another member of HLB. Engagements referred among HLB member firms may result in the payment and receipt of a referral fee.

21) Eide Bailly Alliance. Eide Bailly formed the Eide Bailly Alliance, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions, and no other member assumes any liability for such acts or omissions. Neither Eide Bailly, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

22) Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected, and each such term

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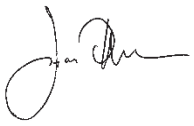
and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23) Use of Deliverables and Drafts. Client agrees it will not modify any deliverables or drafts prepared by Eide Bailly for internal use or for distribution to third parties. Client also understands that Eide Bailly may, on occasion, send Client documents marked as draft and understand that those are for Client's review purpose only, should not be distributed in any way, and should be destroyed as soon as possible. When the engagement provides for the issuance of a report on financial or non-financial informatifon, and/or other deliverables, Client may make copies of the report and/or other deliverables, but only if the entirety of the relevant underlying information, exactly as accompanying our report and/or deliverable, as appropriate, are reproduced and distributed with the report and/or other deliverables. Client agrees not to reproduce or associate our report and/or other deliverables with any other financial or non-financial information, or portions thereof, that are not the subject of our engagement.

Acknowledged and agreed:



Joe O'Neil

Partner – Energy Incentives

EIDE BAILLY LLP

Gunnison County

Signed by:
Matthew Birnie
DF57D9FBAE8C463...
Signatur

Matthew Birnie
Name

County Manager
Title

12/5/2025
Date

Eide Bailly Use:
Client ID:
Account Name:
Address:
SR ID:

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EIDE BAILLY LLP
TECHNOLOGY CONSULTING ADDENDUM
to MASTER SERVICES AGREEMENT

GENERAL

1) This Addendum only applies in conjunction with an associated Statement of Work for technology consulting services. All terms of the Master Services Agreement shall remain in full force and effect.

SERVICES AND DELIVERABLES

2) **Incorporation of Design Documentation**. The Deliverables identified in a Statement of Work may include Design Documentation. Any Design Documentation shall be submitted to Client for written approval. Upon Client's written approval, any Design Documentation shall be incorporated into the Deliverables described in a Statement of Work. If the Design Documentation conflicts with any such Deliverables, the Design Documentation shall control.

3. Work Outside of Scope. Eide Bailly shall have no obligation to provide any Deliverables or perform any Services not specifically set forth in a Statement of Work or Design Documentation. Client may request additional Deliverables and Services only pursuant to the Change Control procedures described immediately below.

4. Change Control. If either Party identifies a need to supplement or revise the Services or Deliverables described in a Statement of Work, the Party may create a change request ("Change Request"). The Change Request shall include relevant details such as changes to scope, assumptions, cost estimates, timelines, risks, and the like. Both Parties shall accept the terms of a Change Request before work outside the scope of a Statement of Work may continue. Eide Bailly shall charge Client, and Client shall pay Eide Bailly, on an hourly basis at Eide Bailly's normal hourly rates for any services or deliverables requested by Client that are not specified in a Statement of Work or an accompanying Change Request. Any signed Change Request shall thereafter be incorporated into the Statement of Work to which it refers.

5. HIPAA. Unless agreed by Eide Bailly in a separate signed writing:

a) Client has not relied on Eide Bailly to opine upon Eide Bailly's actual or potential status as a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"));

b) In providing the Services, Eide Bailly is not acting as a Business Associate on Client's behalf;

c) The Services and Deliverables may not be used to store, maintain, process, or transmit protected health information ("PHI") (as that term is defined in HIPAA); and

d) The Services and Deliverables will not be used in any manner that would require the Services or Deliverables to be HIPAA compliant.

OWNERSHIP RIGHTS

6. Eide Bailly's Ownership Rights. Eide Bailly retains all rights, titles, and interests, including Intellectual Property Rights, in any Preexisting Materials, including the right to use, reuse, or otherwise exploit any Preexisting Materials for its other clients. In addition, Eide Bailly retains all rights, titles, and interests, including all Intellectual Property Rights, in the Services, Software, Design Documentation, and Deliverables, including the right to provide similar services and deliverables to other clients.

7. Client Ownership Rights. Client retains all rights, titles, and interests, including all Intellectual Property Rights, in the Client Materials. Client grants Eide Bailly the right to use the Client Materials to provide the Services and Deliverables to Client. Eide Bailly shall not market, distribute, reproduce, or seek to commercially exploit the Client Materials.

8. Contingent License. Provided Client has fulfilled its obligations under this Agreement, Eide Bailly grants Client a perpetual, non-exclusive, transferable, worldwide, and royalty free license to use, reproduce, copy, perform, display, modify or have modified by third parties, create or have created by third parties derivative works of, the Services, Software, Design Documentation, and/or Deliverables.

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CLIENT ENGAGEMENT RESPONSIBILITIES

9. Appointment of Coordinator. Client shall designate one individual and one alternate to serve as Eide Bailly's primary point of contact for the relationship contemplated by this Agreement (the "Coordinator"). The Coordinator shall have the authority to act for Client as to all aspects of this Agreement. Eide Bailly shall be entitled to rely on all statements and agreements made by the Coordinator during the term of this Agreement.

10. Third-Party Products and License Terms. In connection with the receipt of any services or the use of any third-party products, software, tools, or components incorporated into or referenced in any applicable Statement of Work, Client expressly acknowledges and agrees to be bound by the terms and conditions of any applicable third-party license agreements, whether such terms are provided directly by the third party or referenced by Eide Bailly. Client further agrees that:

a) **No Objection**. Client shall not contest, object to, or otherwise challenge, the enforceability or applicability of any such third-party license terms.

b) **Deemed Receipt**. Client acknowledges that it has received, reviewed, and understood all applicable third-party license agreements, or, where such agreements are publicly available or referenced in the Statement of Work, that it has had a reasonable opportunity to do so. Client shall not assert any claim or defense based on non-receipt or lack of awareness of such terms.

c) **Indemnification**. Client shall indemnify, defend, and hold harmless Eide Bailly from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to Client's breach of any third-party license terms.

d) **Survival**. The provisions of this section shall survive the termination or expiration of the applicable Statement of Work or this Agreement.

WARRANTIES

11) **Express Warranty**. Eide Bailly shall perform all Services, and the Deliverables shall have been prepared in a workmanlike manner.

12) **Warranty Against Non-Infringement**. Any Services, Software, or Deliverables, when properly used as contemplated by this Agreement, shall not infringe or misappropriate any United States copyright, trademark, patent, or other trade secrets of any third parties. Eide Bailly has any necessary rights and permissions to use any Third-Party Software in the manner contemplated by this Agreement.

13) **Warranty Disclaimers**. Except as specifically described in this Warranties section, all Services, Software, Third-Party Software, Deliverables, and any other product or service provided by Eide Bailly to Client are furnished "as is" and without any other express or implied warranties of any kind. Eide Bailly expressly disclaims any and all such warranties, such as, but without limitation, any implied warranties of merchantability, or fitness for a particular purpose. Eide Bailly does not warrant that any Services, Software, Third-Party Software, or Deliverables will be uninterrupted or error free.

14) **Remedies for Breach of Warranty**. The exclusive remedy to Client for a breach of any warranty arising under this Agreement shall be the repair or replacement of the Services, Software, Deliverables, or any other product or service provided to Client by Eide Bailly. If a court of competent jurisdiction determines that this remedy fails of its essential purpose, Client's damages for breach of warranty shall be limited as described in the Master Services Agreement.

DEFINITIONS

15) As used in this Addendum:

a) "**Client Materials**" means all of Client's proprietary business information, methodologies, procedures, utilities, algorithms, models, documents, and concepts, and any Intellectual Property Rights therein, which are provided by Client to Eide Bailly in furtherance of this Agreement.

b) "**Deliverables**" means only those tangible items Eide Bailly agrees in writing to provide to Client in a Statement of Work.

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c) "**Design Documentation**" means a written description of requirements or functionality created through a collaborative process between Eide Bailly and Client for the purpose of analysis, planning, and implementation of the Services and/or Deliverables.

d) "**Intellectual Property Rights**" means patents, patent applications, patent rights, trademarks, trademark registrations, trademark applications, service marks, business marks, trade names, brand names, all other names and slogans embodying business or product goodwill (or both), copyright registrations, copyrights (including those in computer programs, software such as source code and object code, development documentation, programming tools, drawings, specifications and data), trade secrets, proprietary information, know-how, mask works, industrial designs, processes and technical information and all related rights now existing or hereafter created.

e) "**Preexisting Materials**" means Eide Bailly's proprietary business information, methodologies, programming, tools, know-how, procedures, utilities, algorithms, models, software libraries, source code, design, products, platform, and documents, and all Intellectual Property Rights therein.

f) "**Services**" means only those technology consulting services Eide Bailly agrees in writing to provide to Client in a Statement of Work.

g) "**Software**" means all computer code and related uses of information technology including but not limited to, all documentation, manuals, and instructions, that is used, designed, developed, and/or implemented by Eide Bailly for Client under this Agreement.

h) "**Third-Party Software**" means all software that is owned by an entity other than Eide Bailly or Client and is being used by Eide Bailly to provide the Services and/or Deliverables to Client.

16. Usage. All terms defined herein shall include the plural as well as the singular. Any undefined term shall be defined according to its plain English definition.

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Statement of Work – Tax Consulting – Energy Incentives

November 20, 2025

Gunnison County
200 E Virginia
Gunnison, CO 81230

This document constitutes a statement of work ("SOW") under the most recently executed Master Services Agreement ("MSA"), made by and between Eide Bailly LLP (“Eide Bailly,” "we," "us," and "our") and Gunnison County (“Client,” "you," or "your”). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the Energy Incentive services we will provide you related to the qualified energy property as defined under Section 48 Energy Credit.

Scope of Tax Consulting Services
We will provide tax consulting services as requested. Our services will remain advisory in nature. We cannot act in a capacity equivalent to that of a member of management or of an employee. Decision making and oversight of services must remain the responsibility of management.

The scope of the consulting services will be to qualify, quantify, document, and assist in claiming amounts available to the County under Section 48 Energy Credit related to the geothermal energy system located at 25115 State Highway 135, Crested Butte, CO 81224. The scope of our consulting services include:

- Advise management on the existing regulations, the IRA and current guidance.
- Discuss with architects, engineers, and contractors on the qualifying criteria as necessary.
- Plan for scenarios and methods of monetizing incentives including rules under Section 6417.
- Review the related financing terms and advise on whether financing impacts eligible incentives.
- Evaluate and document the domestic content exceptions under Section 6417.
- Review mapping and census tract data for Energy Community Bonus eligibility.
- Determination of energy project, single or multiple properties treated as one project for purposes of the credit.
- Assist with the IRS pre-registration filing requirements related to Section 6417.
- Cost engineering to determine the appropriate basis of, including treatment of indirect costs under Section 263A and other applicable code sections.
- Prepare and electronically file Exempt Organization Business Income Tax Return (Form 990-T) and applicable election statements to claim the energy credits.
- Perform a site visit which will include photographs of qualifying energy property components, if needed.
- Provide a deliverable report to assist in substantiating the energy credit.

Domestic Content review services include:

- Advise and evaluate Domestic Content Bonus eligibility.
- Review BABA contractual language in construction contracts.
- Review the direct costs of the manufactured product subcomponents and sourcing information.
- Review sourcing documentation for all iron, steel, and construction materials, excluding cement and cementitious materials, aggregates.
- Review any additional information required for documenting and reporting domestic content qualifications are met.

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- Verify the equipment manufactured in the U.S. meet the manufactured component percentages and definitions under BABA.

Throughout the course of the consulting engagement, we may identify other consulting services and opportunities. We will discuss with you any such scope under a separate engagement letter. Should the Company request tax consulting services in conjunction with the IRS collection action related to the applicable credit (the "Collection"), our services will consist of:

- Representing Gunnison County before the IRS,
- Consulting with Gunnison County regarding the Collection of the applicable credit, and
- For other year end matters in the event that the IRS expands the scope of its investigation.

Representation before the IRS will include representation before IRS agents and officials including IRS Revenue Agents or Appeals Officers. This does not include representation before the U.S. Tax Court or other Federal Courts, which must be done by separate engagement.

If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We can prepare appropriate amended returns as a separate engagement.

Your Responsibilities

It is your responsibility to provide all the information required to provide our services. We may provide you with a questionnaire or other document requesting specific information. Providing that information will assist us in making sure you are well served for a reasonable fee. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services. We will not verify the information you give us; however, we may ask for additional clarification of some information.

If you provide us with original records in conjunction with this engagement, we will not keep those original records, rather return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

Engagement Administration and Other Matters

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

Engagement Fees

Fees for our tax consulting services will be billed at the appropriate rate for the level and value of services rendered, plus out-of-pocket expenses, administrative charges and a technology fee. All bills are payable upon

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receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. We may bill you on an interim basis prior to completion of this engagement.

We estimate that our fees for the tax consulting services to be as follows:

Scope	**Fees**
Section 48 Analysis & Section 6417 Support	$105,000 - $125,000
Domestic Content Analysis	$15,000 - $25,000
Total	**$125,000 - $150,000**

We anticipate the following billing schedule:

Upon execution of this Agreement	$12,000
December 15, 2025	$12,000
March 15, 2026	$12,000
July 15, 2026	$12,000
September 15, 2026	$12,000
December 15, 2026	$12,000
March 15, 2027	$12,000
July 15, 2027	$12,000
September 15, 2027	$12,000
December 15, 2027	$12,000
March 15, 2028	$12,000
Upon delivery of final deliverables	Remaining

The ability to effectively and efficiently perform our engagement depends upon the quality of your underlying records and the timeliness of providing information and responding to our requests. A lack of preparation, including not providing this information in a complete, accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement. We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in Tax Laws and Regulations
Tax laws and regulations and/or their interpretation are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their enactment dates. We do not assume responsibility (and will have no liability) for such changes occurring after the date we have completed our services.

Any advice we may provide is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update our advice after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations.

Termination
The engagement contemplated by this SOW shall terminate upon the earlier of completion of the services described herein or as described in the MSA.

Agreement
We appreciate the opportunity to provide the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our tax engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral

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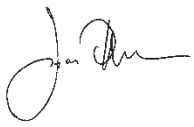
or written), understandings, negotiations, and discussions between you and Eide Bailly related to these tax services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our tax preparation services, including the terms of our engagement and the parties' respective responsibilities. By signing this Statement of Work, you represent and warrant that you are authorized to sign on behalf of and bind each client and any affiliate identified herein.

Sincerely,



Joe O'Neil
Partner – Energy Incentives
Eide Bailly LLP

AGREED TO AND ACCEPTED:

Signed by: Matthew Birnie DF57D9FBAE8C463...	County Manager	Matthew Birnie	12/5/2025
Signature – Gunnison County		Printed Name	Date

Certificate Of Completion

Envelope Id: 5FE599B3-BF4F-425C-B81C-BFBF4CC6166B
Status: Completed
Subject: Whetstone Master Services Agreement & Section 48 SOW
Do Not Delete SRT:
Source Envelope:
Document Pages: 11
Signatures: 2
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Alexis Holt
4310 17th Ave. S.
Fargo, ND 58103
aholt@eidebailly.com
IP Address: 67.166.70.81

Record Tracking

Status: Original
12/5/2025 9:53:51 AM
Holder: Alexis Holt
aholt@eidebailly.com
Location: DocuSign

Signer Events	Signature	Timestamp
Matthew Birnie mbirnie@gunnisoncounty.org County Manager Security Level: Email, Account Authentication (None)	Signed by: Matthew Birnie DF57D9FBAE8C463... Signature Adoption: Pre-selected Style Using IP Address: 174.208.229.111 Signed using mobile	Sent: 12/5/2025 9:56:48 AM Viewed: 12/5/2025 12:21:46 PM Signed: 12/5/2025 1:16:44 PM
Electronic Record and Signature Disclosure: Accepted: 11/21/2025 10:44:50 AM ID: 0ef8bc05-d4b9-48fa-ba5f-018c95af5072 Company Name: Eide Bailly		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Emily Engman eengman@eidebailly.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/5/2025 9:56:48 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
John Cattles JCattles@gunnisoncounty.org Assistant County Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/5/2025 9:56:49 AM Viewed: 12/10/2025 9:23:24 AM
Electronic Record and Signature Disclosure: Accepted: 11/5/2025 12:56:48 PM ID: 6c35139d-9c77-4093-ad89-c135ab72ff89 Company Name: Eide Bailly		

Carbon Copy Events	Status	Timestamp
Sage Gaines sgaines@eidebailly.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/5/2025 9:56:49 AM Viewed: 12/5/2025 1:59:46 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/5/2025 9:56:49 AM
Certified Delivered	Security Checked	12/5/2025 12:21:46 PM
Signing Complete	Security Checked	12/5/2025 1:16:44 PM
Completed	Security Checked	12/5/2025 1:16:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Eide Bailly (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the æI agreeÆ button at the bottom of this document.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ôWithdraw Consentö form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Eide Bailly:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to techinfo@eidebailly.com

To advise Eide Bailly of your new e-mail address

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Eide Bailly

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to techinfo@eidebailly.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Eide Bailly

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

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to techinfo@eidebailly.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000¬ or WindowsXP¬
Browsers (for SENDERS):	Internet Explorer 6.0¬ or above
Browsers (for SIGNERS):	Internet Explorer 6.0¬, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	ò Allow per session cookies ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the æI agreeÆ button below.

By checking the æI AgreeÆ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Eide Bailly as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Eide Bailly during the course of my relationship with you.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

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

Term Begins: State Fiscal 2025 **Term Ends:** **Grant Contract #:**

Summary:

This is the updated PHEP contract with the additional funding amount. The Parties entered into the agreement to support public health department's ability to

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: 11/25/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/21/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/25/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

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FOR SUBRECIPIENTS ONLY

This is a supporting document for Contract Number: 2026*0028 Amendment #3

The updated information provided here does not modify the original contract or original task order in any way. The information provided here informs the grantee of updated items that are required under 2 CFR 200.332.

Data Required by 2 CFR 200.332 (All pass through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, the changes are to be reflected in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.):

A. Subrecipient name: Shown in Contractor box on cover page of original contract and subsequent modifications.
B. Subrecipient's unique entity identifier: NSN9FAGKEDJ9
C. Federal Award Identification Number (FAIN): NU90TU000029
D. Federal Award Date (when Federal award was signed by authorized official of the Federal awarding agency): 9/15/2025
E. Subaward Period of Performance Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
F. Subaward Budget Period Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
G. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: Shown on Budget Exhibit in column matching this contract modification.
H. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: Shown on cover page of this contract modification and on Budget Exhibit.
I. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: Shown on cover page of this contract modification and on Budget Exhibit.
J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This funding program aims to strengthen the capacity and capability of state, tribal, local, and territorial (STLT) public health systems to prepare for, respond to, and recover from public health threats and emergencies.
K. Name of Federal awarding agency, pass-through entity, and contact information for the awarding official of the Pass-through entity: Colorado Department of Public Health and Environment, Kurt Williams, kurt.williams@state.co.us 303-810-4679.TBD
L. Assistance Listing number and Title; 93.069 Public Health Emergency Preparedness total Award to CDPHE including Match: $22,534,620.00
M. Identification of whether the award is R&D: No
N. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: Shown on Budget Exhibit as indicated by indirect rate and amount.

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State of Colorado Grant Agreement Modification

Grant Agreement Amendment #3

State Agency

Colorado Department of Public Health and Environment

Grantee

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

Grantee UEI

NSN9FAGKEDJ9

Original Agreement Number

2025*0120

Amendment Agreement Number

2026*0028 Amendment #3

Agreement Performance Beginning Date

July 01, 2024

Current Agreement Expiration Date

June 30, 2026

Fund Expenditure End Date

June 30, 2026

Current Agreement Maximum Amount

Initial Term

State Fiscal Year 2025	$47,426.00

Extension Terms

State Fiscal Year 2026	$47,337.00
Total for all State Fiscal Years	$94,763.00

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Statement of Work.
2. Exhibit C, Budget.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions.
2. Colorado Special Provisions in §19 of the Master Task Order Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B, Statement of Work.
5. Exhibit C, Budget.
6. Exhibit A, Additional Provisions

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The Parties hereto have executed this agreement

Each person signing this Amendment represents and warrants that the signer is duly authorized to execute this Amendment and to bind the Party authorizing such signature.

Grantee

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

Signed by:
Matthew Birnie
DF57D9FBAE8C463...

By: Matthew Birnie, County Manager

Date: 2025-12-01

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Department of Public Health and

Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:
Chelsea Gilbertson
2C13912416524B1...

By: Chelsea Gilbertson, Procurement & Contracts Section Director

Date: 2025-12-02

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Kurt Williams
73365F4A4A084BC...

By: Kurt Williams, Controller Delegate.

Amendment Effective Date: 2025-12-03

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

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1. Parties

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (The "Agreement") is entered into by and between the Grantee, and the State.

2. Terminology

Except as specifically modified by the Amendment, all terms used in this Amendment shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Grantee, and the State

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or December 15, 2025, whichever is later and shall terminate on the termination of the Agreement or June 30, 2026, whichever is earlier.

4. Purpose

The Parties entered into the agreement to support public health department's ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.

The Parties now desire to update the Statement of Work - Work Plan activities, Standards and Requirements, and add Deliverables. This amendment increases the contract budget and increases the current contract maximum.

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5. Modification

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

A. The Agreement Initial Agreement Expiration Date on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Agreement Maximum Amount field on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount field 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.

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.

6. Limits of Effect and Order of Precedence

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

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EXHIBIT B

STATEMENT OF WORK

To Original Contract Number 2025-0120

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

I. Project Description

This project serves to improve medical and public health preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions

1. AAR/IP - After Action Report/Improvement Plan
2. CDB - Communicable Disease Branch
3. CDEU - Communicable Disease Epidemiology Update Calls, facilitated by CDPHE which occur bi-monthly
4. CDPHE - Colorado Department of Public Health and Environment
5. CO-SHARE - Colorado State Health and Readiness Exchange
6. EpiTrax - Colorado's disease reporting and surveillance system
7. Epi - Epidemiology
8. ESF#8 - Emergency Support Function 8, Public Health & Medical
9. FoodNet - A collaboration between the CDC and selected state health departments to track pathogens that cause foodborne illnesses
10. HAN - Health Alert Network
11. High-Risk Disease Situation- A situation where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread.
12. LPHA - Local Public Health Agency
13. MCM - Medical Countermeasures
14. MYIPP - Multi Year Integrated Preparedness Plan
15. NORS - National Outbreak Reporting System
16. OEPR - Office of Emergency Preparedness and Response
17. Priority Jurisdictional Risk - Risk identified as a priority area of concern by the jurisdiction
18. RRC - Readiness & Response Coordinator

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19. SOW - Statement of Work
20. State Capstone Tabletop Exercise - Component of PHEP exercise series

III. Work Plan

Goal #1: Local Public Health Agencies will effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.

Objective #1: No later than the expiration date of the Contract, maintain public health surveillance and epidemiological response capacity within the Jurisdiction through planning, training activities, exercises and response to real events.

Primary Activity #1 The Contractor shall update a local public health response plan.

Primary Activity #2 The Contractor shall conduct timely, complete disease investigations within their jurisdiction in order to implement appropriate disease control mitigation activities.

Sub Activity #2

1. The Contractor shall maintain complete, accurate investigation data in statewide surveillance systems.

Primary Activity #3 The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control mitigation activities including immediate responses to High-Risk Disease Situations outside of normal business hours.

Primary Activity #4 The Contractor shall evaluate disease investigation metrics reports provided to them by the Communicable Disease Branch (CDB) at the Colorado Department of Public Health and Environment (CDPHE).

Primary Activity #5 The Contractor shall attend statewide Communicable Disease Epidemiology (Epi) Update calls.

Primary Activity #6 The Contractor shall attend Statewide Epi Response Coordination calls during statewide response to communicable disease events.

Primary Activity #7 The Contractor shall meet quarterly with the state Field Epidemiologist assigned to their jurisdiction to provide agency epidemiology updates.

Primary Activity #8 The Contractor shall evaluate public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable information sharing for rapid response decision making.

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Sub- Activity #8

1. The Contractor shall present public health data concepts with invested community organizations, a minimum of once during the term of the Contract.

Primary Activity #9: The Contractor shall conduct disease control prevention activities among people at higher risk of communicable disease infections through collaboration with other invested organizations and individuals.

Primary Activity #10 The Contractor shall respond to bi-annual communicable disease after-hour drills conducted by the CDB by one of the CDB approved methods.

Objective #2 No later than the expiration date of the Contract, improve public health emergency preparedness, response, and recovery activities within the Jurisdiction through planning, training, exercises and response to real events.

Primary Activity #1 The Contractor shall update the Emergency Preparedness & Response (EPR) Partners Contact Spreadsheet Local Public Health Agency (LPHA) Contact List in CO-SHARE.

Primary Activity #2
The Contractor shall provide one of the following:

- **a.** The development of an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
- **b.** An updated All-Hazards MYIPP.
- **c.** Participation in the jurisdictional All-Hazards MYIPP.

Primary Activity #3 The Contractor shall participate in Workforce Development Training.

Primary Activity #4 The Contractor shall complete an exercise that addresses a Priority Jurisdictional Risk with public health impacts.

Primary Activity #5 The Contractor shall participate in the State Capstone Tabletop Exercise led by CDPHE, Office of Emergency Preparedness and Response (OEPR).

Primary Activity #6 The Contractor shall complete an After-Action Report/Improvement Plan (AAR/IP) Data Elements Document within 90 days from any event, exercise or real world, in CO-SHARE.

Primary Activity #7 The Contractor shall complete one of the following:

- **a.** a new agency recovery plan
- **b.** update an existing agency recovery plan

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Primary Activity #8 The Contractor shall maintain an updated Notification list for use in epidemic emergencies.

Primary Activity #9 The Contractor shall document their Volunteer Management strategy.

Primary Activity #10 The Contractor shall respond to quarterly redundant communication drills which includes quarterly redundant 800 MHz radio communication drills conducted by CDPHE by an OEPR approved method(s).

Primary Activity #11 The Contractor shall conduct semi-annual drills to test redundant forms of communication among its response partners.

Primary Activity #12 The Contractor shall update jurisdictional Health Alert Network (HAN) policies and procedures.

Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall include in the updated local public health response plans the following required components:
    a. The identification of staff who monitor routine jurisdictional public health surveillance systems that may include
        i. EpiTrax
        ii. Ad-hoc response systems.
    b. The identification of staff who are trained to conduct timely disease investigations of
        i. Disease cases
        ii. Disease outbreaks.
    c. The identification of staff who can support surge activities in response to disease related events.
    d. The identification of staff who can respond 24/7 to emergencies that threaten public health including immediate after-hours response to High-Risk Disease Situations.
        i. Examples of High-Risk Disease Situations include but are not limited to:
            1. Performing case investigations for an immediately reportable disease/condition to offer post-exposure prophylaxis to contacts.
            2. Investigating a potential bioterrorism agent.
            3. Implementing immediate disease control measures for an outbreak.
    e. Processes to request additional assistance during a public health disease response.
    f. Communications procedures for notifying local partners in the event of a High-Risk Disease Situation response.
3. The Contractor shall utilize the staff identified in their response plan.

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4. The Contractor shall follow the processes identified in their response plan.
5. CDPHE will provide access to EpiTrax as well as other ad-hoc response systems for the contractor's disease investigation staff.
6. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including
    a. Timely data entry
    b. Complete data entry for required fields.
7. The Contractor shall comply with primary disease case investigation responsibilities outlined in the CDPHE Communicable Disease Manual in the Public Health Reportable Condition Investigation Guidance. This document and website are incorporated and made part of the contract by reference and are available on the following website: CDPHE.Colorado.Gov
8. The Contractor shall comply with the public health response timelines outlined in the CDPHE Communicable Disease Manual CDPHE Communicable Disease Manual in the "Public Health Reportable Condition Investigation Guidance". This document and website are incorporated and made part of the contract by reference and are available on the following website: CDPHE.Colorado.Gov
9. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance can be found in the CDPHE Communicable Disease Manual. Outbreak guidance can be found in the Outbreak Investigation Guidance Document. Guidance may evolve and be adapted for changing responses or new pathogens.
    a. The CDPHE CDB will provide the most up to date guidance documentation as needed.
10. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the Contractor's jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high-risk conditions.
11. The Contractor shall complete disease investigation interviews of cases when, during the course of the interview, the Contractor learns that a case resides in a different jurisdiction. EpiTrax re-routing of the case to the proper jurisdiction is required:
    a. within 1 working day or
    b. immediately by phone if an outbreak or other High-Risk Disease Situation is identified.
12. The Contractor shall comply with standard reporting requirements when completing outbreak report forms, including the CDC National Outbreak Reporting System (NORS) forms. This information is incorporated and made part of this contract by reference and is located on the CDPHE website CDPHE.Colorado.Gov
13. The Contractor shall comply with CDPHE requirements for outbreak reporting. Outbreak reporting requirements can be found in the Outbreak Investigation Guidance Document, the Communicable Disease Manual, and on the CDPHE website.
14. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (FoodNet Expansion Plan) by achieving the expectations described for LPHA to have CDPHE conduct FoodNet interviews.
15. The Contractor shall complete disease case interview data entry in EpiTrax within three (3) business days. During urgent response, more timely data submission may be required.
16. The Contractor shall complete outbreak investigation data entry in EpiTrax within three (3) business days. During urgent response, a more timely data submission may be required.
17. The Contractor shall consult with CDPHE CDB for surge support and prioritization if the Contractor is unable to meet the target for completing timely investigations for conditions with

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primary LPHA investigation responsibility within the timeframe described in Public Health Reportable Condition Investigation Guidance or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.

18. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in EpiTrax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
    a. The Contractor shall meet with CDPHE CDB if there are challenges resolving missing data issues.
19. The Contractor shall utilize staff that can be reached 24/7 to respond to a High-Risk Disease Situation as well as after-hours drills.
20. CDPHE will provide disease investigation metrics reports via email from the Communicable Disease Branch to the contractor twice annually in October 2025, as well as February 2026.
21. The Contractor shall record disease investigation metrics reports issue resolutions in the Grant Reporting Spreadsheet.
22. The Contractor shall attend a minimum of 80% of the statewide Communicable Disease Epi Update calls (CDEU) as well as Statewide Epidemiology Response Coordination calls during statewide response to communicable disease events.
23. CDPHE will record and monitor attendance of the CDEU and Statewide Epidemiology Response Coordination calls.
24. The Contractor shall document the date in which meetings with the state Field Epidemiologist took place in the Grant Progress Reporting Spreadsheet
25. CDPHE will provide disease surveillance reports via email from the Communicable Disease Branch to the contractor quarterly for the duration of the contract.
26. The Contractor shall present public health data concepts to community organizations at the discretion of the Contractor once during the term of the contract. Presentation recommendations will be provided to the contractor by CDPHE in the SOW guidance document.
27. The Contractor shall provide a summary of their community presentations in the Grant Reporting Spreadsheet to include:
    a. Topics covered in the presentation
    b. The date of the presentation
    c. The name of the community organization that the presentation was given to
28. The Contractor shall identify high-risk populations within their jurisdiction. Examples of high-risk populations will be provided by CDB to the Contractor in the SOW guidance document.
29. CDPHE-CDB will provide the contractor with a Statement of Work (SOW) guidance document by August 1, 2025, via email.
30. The Contractor shall fill in all fields within the LPHA & Tribal Contact List in CO-SHARE, the Colorado State Health Readiness Exchange a minimum of two (2) times per year or when:
    a. Contact information changes,
    b. Operating hours change,
    c. EPR staff change,
    d. Primary Communicable Disease staff change,
    e. HAN Coordinator staff change.
    f. PIO staff change
    g. Fiscal staff change
31. The Contractor shall complete one of the following:

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   a. The Contractor shall update their existing MYIPP
   b. The Contractor shall develop a new MYIPP
32. The Contractor shall demonstrate participation in the All-Hazards MYIPP by preparing a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.
33. The Contractor shall select a Workforce Development Training from the list provided by CDPHE-OEPR in COSHARE by August 1, 2025.
34. Jurisdictional Risk/Public Health Impact exercises shall be selected from one of the following options that best meets their jurisdictional needs:
   a. Seminar
   b. Workshop
   c. Tabletop Exercise
   d. Game
   e. Functional Exercise
   f. Full Scale Exercise
35. The Contractor shall complete one of the following exercises:
   a. The Contractor shall conduct a Public Health exercise
   b. The Contractor shall participate in a jurisdictionally led Public Health exercise
36. CDPHE-OEPR will provide an After-Action Report/Improvement Plan Data Elements document in COSHARE by August 1, 2025.
37. CDPHE-OEPR will provide the Capstone Exercise Data Elements requirements via COSHARE by August 1, 2025.
38. CDPHE-OEPR will provide a recovery plan template via COSHARE by November 15, 2025.
39. The notification list for an emergency epidemic shall include at a minimum the following organizations:
   a. General access hospitals,
   b. Critical access hospitals,
   c. Regional emergency medical and trauma advisory councils,
   d. Rural health clinics,
   e. Federally qualified health centers,
   f. Local emergency management agencies within the jurisdiction of the local public health agency.
   g. Healthcare Coalitions
40. CDPHE-OEPR will provide a volunteer management strategy template via COSHARE by August 1, 2025.
41. Public Health & Medical (ESF#8) considerations can include however are not limited to the 15 PHEP Capabilities.
42. The Contractor shall include ESF#8 collaborators, including the roles and responsibilities of the HCC RRC in any medical system response in any updates to the following:
   a. Plans,
   b. Strategies,
   c. Medical Countermeasures (MCM).

Expected Results of Activity(s)

1. Colorado public health agencies surveillance response to public health epidemiological emergencies and related events to which a public health response is necessitated will be maintained.

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2. Colorado public health agency's ability to respond to public health emergencies and related events to which a public health response is necessitated will be maintained.

Measurement of Expected Results

1. Required Outbreak Documentation is complete.
2. Disease investigations conducted by the Contractor are timely and complete.
3. The Grant Reporting spreadsheet is complete for all deliverables.

Deliverables

Description	Completion Date
1. The Contractor shall submit their local Public Health Response plan to the contract monitor via CO-SHARE.	No later than September 30, 2025
2. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports to the contract monitor via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
3. The Contractor shall submit requested presentation information on the public health community organization disease topic to the contract monitor in the Grant Reporting Spreadsheet.	No later than June 15, 2026
4. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection to the contract monitor via the Grant Reporting Spreadsheet.	No later than June 15, 2026
5. Contractor shall submit an All-Hazards MYIPP to the contract monitor in CO-SHARE	No later than June 15, 2026
6. The Contractor shall submit proof of participation in Workforce Development Training to the contract monitor in COSHARE.	No later than June 15, 2026
7. The Contractor shall submit the AAR/IP Data Elements to the contract monitor in CO-SHARE.	No later than 90 days from any event, exercise or real world, but no later than June 15, 2026
8. The Contractor shall submit the Recovery Plan to the contract monitor in COSHARE.	No later than June 15, 2026

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Description	Completion Date
9. The Contractor shall submit Capstone Exercise Participation Data Elements to the Contract Monitor via CO-SHARE.	No later than June 15, 2026
10. The Contractor shall submit After Action Report/Improvement Plans to the Contract Monitor in COSHARE.	No later than 90 days after completing exercise or real-world incident
11. The Contractor shall submit their notification list to the contract monitor via COSHARE.	No later than June 15, 2026
12. The Contractor shall submit their volunteer management strategy to the contract monitor via COSHARE.	No later than June 15, 2026
13. The Contractor shall complete the Redundant Communication Google Form for the contract monitor via COSHARE.	No later than June 15, 2026
14. The Contractor shall submit their agency HAN policies & procedures to the contract monitor via COSHARE.	No later than June 15, 2026

IV. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. 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.

V. Resolution of Non-Compliance

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 45 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 timeline, the Contractor must email a request to the Public Health and Emergency Preparedness (PHEP) 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.

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COLORADO
Department of Public Health & Environment

DCPHR MODIFICATION BUDGET
To Original Contract Routing #: 2025-0120
Budget Modification Routing #: 2026-0028 AMD #3

Agency Name	Gunnison County Dept of HHS	**Program Contact Name, Title Phone Email**	Ryan White, Deputy EM & EPR Coordinator 970-641-7690 rwhite@gunnisoncounty.org
Budget Period	7/1/2024-6/30/2026	**Fiscal Contract Name, Title Phone Email**	Jody Wise 970-641-7679 jwise@gunnisoncounty.org
Project Name	OEPR-PHEP	**Date Completed**	11.3.2025

Expenditure Categories

Personnel Services / Salaried Employees					**Previous Contract Total**	**New Contract**	
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	OC 2025*0120 - 2026*0028 Amd #2	**2026*0028 Amd. #3**	**Contract Grand Totals**
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 weeks Award brought to level funding - add 25% to line minus $2084.75 for July 2025	$ 0.00	$ 0.00	0.00%	$35,501.79	-$2,084.75	$33,417.04
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 4 hrs/week for 52 weeks Award brought to level funding - add 25% to line minus $605.02 for July 2025	$ 0.00	$ 0.00	0%	$10,301.98	-$605.02	$9,696.96
Personnel Services / Hourly Employees							
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**			
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 weeks Award brought to level funding - add 25% to line	$ 39.63	$ 10.70	197.42	$21,469.69	**$9,936.23**	$31,405.92
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 4 hrs/week for 52 weeks Award brought to level funding - add 25% to line	$ 42.31	$ 15.36	55.99	$7,266.94	**$3,229.00**	$10,495.94
				Total Personnel Services (including fringe benefits)	$74,540.40	**$10,475.46**	$85,015.86
Supplies & Operating Expenses							
Item	**Description of Item**		**Rate**	**Quantity**			
Communicable Disease and EPR Operating Supplies	Communicable Disease and EPR Operating Supplies: Office Supplies: cell phone expenses, printer paper, printer ink, pens, sticky notes, and other supplies as needed. Award brought to level funding - add 25% to line		$ 43.75	4	$525.00	**$175.00**	$700.00
							$0.00
				Total Supplies & Operating Expenses	$525.00	**$175.00**	$525.00
Travel							
Item	**Description of Item**		**Rate**	**Quantity**			
Hotel	Hotel for conference, training, or exercise for EPR coordinator or PH Nurse Award brought to level funding - add 25% to line		$ 130.35	1	$263.50	**$86.90**	$350.40
Meals	Meals during travel for conference, training, or exercise Award brought to level funding - add 25% to line		$ 60.75	0	$60.75	**$20.25**	$81.00
			$ 0.00	0	$0.00	**$0.00**	$0.00
				Total Travel	$324.25	**$107.15**	$431.40

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Contractual (payments to third parties or entities)						
Contractor Name	**Description of Work**	**Rate**	**Quantity**			
		$0.00	0	$0.00	**$0.00**	$0.00
			Total Contractors/Consultants	$0.00	**$0.00**	$0.00
			TOTAL DIRECT COSTS (TDC)	**$75,389.65**	**$10,757.61**	$75,389.65
Less: Expenses per OMB 2CFR § 200						
			Contractor in excess of $50,000	$0.00	**$0.00**	$0.00
			SubAward in excess of $50,000	$0.00	**$0.00**	$0.00
			Rent	$0.00	**$0.00**	$0.00
			Equipment	$0.00	**$0.00**	$0.00
			Other Unallowable Expenses	$0.00	**$0.00**	$0.00
			Total Indirect Reduction	$0.00	**$0.00**	$0.00
			MODIFIED TOTAL DIRECT COSTS (MTDC)	**$75,389.65**	**$10,757.61**	$75,389.65
Indirect Costs						
Indirect Cost	**Description of Item**		**Percentage**			**Total Indirect**
Indirect Approved Rate (MTDC)	10% (Chooses to use lower rate) Award brought to level funding - add 25% to line minus $269 for July 2025		10.00%	$7,538.89	**$1,075.76**	$8,614.65
			Total Indirect	**$7,538.89**	**$1,075.76**	**$8,614.65**
				OC 2025*0120 - 2026*0028 Amd #2	**2026*0028 Amd. #3**	OC-to-Date Contract Total
			TOTAL	**$82,929.00**	**$11,834.00**	$94,763.00

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FOR SUBRECIPIENTS ONLY

This is a supporting document for Contract Number: 2026*0028 Amendment #2

The updated information provided here does not modify the original contract or original task order in any way. The information provided here informs the grantee of updated items that are required under 2 CFR 200.332.

Data Required by 2 CFR 200.332 (All pass through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, the changes are to be reflected in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.):

A. Subrecipient name (which must match the name associated with its unique entity identifier): Shown in Contractor box on cover page of original contract and subsequent modifications.
B. Subrecipient's unique entity identifier: NSN9FAGKEDJ9
C. Federal Award Identification Number (FAIN): NU90TU000029
D. Federal Award Date (when Federal award was signed by authorized official of the Federal awarding agency): TBD
E. Subaward Period of Performance Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
F. Subaward Budget Period Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
G. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: Shown on Budget Exhibit in column matching this contract modification.
H. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: Shown on cover page of this contract modification and on Budget Exhibit.
I. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: Shown on cover page of this contract modification and on Budget Exhibit.
J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This funding program aims to strengthen the capacity and capability of state, tribal, local, and territorial (STLT) public health systems to prepare for, respond to, and recover from public health threats and emergencies.
K. Name of Federal awarding agency, pass-through entity, and contact information for the awarding official of the Pass-through entity: TBD
L. Assistance Listing number and Title; 93.069 Public Health Emergency Preparedness
M. Identification of whether the award is R&D: No
N. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: Shown on Budget Exhibit as indicated by indirect rate and amount.

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STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
CONTRACT AMENDMENT #2
SIGNATURE AND COVER PAGE

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Original Contract Number:** 2025*0120
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:** 2026*0028 Amendment #2
Contract Performance Beginning Date: July 01, 2024	**Current Contract Expiration Date:** June 30, 2026

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	Original Contract # 2025*0120	$47,426.00	$0.00	$0.00	7/1/2024-6/30/2025	$47,426.00
Amendment #1	2025*0120 Amendment #1	$0.00	$0	$0.00	9/10/2024-6/30/2025	$0.00
Option Letter #1	2025*0120 Option Letter #1	$0.00	$0.00	$0.00	7/01/2025-8/31/2025	$0.00
Option Letter #2	2025*0120 Option Letter #2	$2,959.00	$0.00	$0.00	7/1/2025-7/31/2025	$2,959.00
Amendment #2	2026*0028 Amendment #2	$32,544.00	$0.00	$0.00	8/01/2025-6/30/2026	$32,544.00
					Current Contract Maximum Cumulative Amount	$82,929.00

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.

CONTRACTOR	STATE OF COLORADO
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	**Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
Signed by: Matthew Birnie DF57D9FBAE8C463... By: Signature	DocuSigned by: Chelsea Gilbertson 2C13912416524B1... By: Signature
Matthew Birnie Name of Person Signing for Contractor	Chelsea Gilbertson Name of Executive Director Delegate
County Manager Title of Person Signing for Contractor	Procurement & Contracts Section Title of Executive Director Delegate
2025-07-28 Date: _____	2025-07-29 Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by: Kurt Williams
73365F4A4A084BC...
By: Signature

Kurt Williams
Name of State Controller Delegate

Controller
Title of State Controller Delegate

2025-07-31
Amendment Effective Date: _____

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1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or August 01, 2025, whichever is later, and shall terminate on the termination of the Contract or June 30, 2026, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to support public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.

The Parties now desire to renew for an additional term and change the current Contract Maximum Total for the following reason: To continue the project for an additional term.

5. MODIFICATIONS

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

A. The Contract Maximum Amount table on the Contract's cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the 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

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Work attached to this Amendment for the following reason: To provide a Statement of Work for this Amendment.

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: To provide a budget for this Amendment.

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.

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STATEMENT OF WORK

To Original Contract Number 2025-0120

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

I. Project Description

This project serves to improve medical and public health preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions

1. AAR/IP- After Action Report/Improvement Plan
2. CDB- Communicable Disease Branch
3. CDEU - Communicable Disease Epidemiology Update Calls, facilitated by CDPHE which occur bi-monthly
4. CDPHE- Colorado Department of Public Health and Environment
5. CO-SHARE- Colorado State Health and Readiness Exchange
6. EpiTrax- Colorado's disease reporting and surveillance system
7. Epi- Epidemiology
8. ESF#8- Emergency Support Function 8, Public Health & Medical
9. FoodNet-A collaboration between the CDC and selected state health departments to track pathogens that cause foodborne illnesses
10. HAN- Health Alert Network
11. HCC-Health Care Coalition
12. High-Risk Disease Situation- A situation where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread.
13. LPHA- Local Public Health Agency
14. MCM- Medical Countermeasures
15. MYIPP- Multi Year Integrated Preparedness Plan
16. NORS- National Outbreak Reporting System
17. OEPR- Office of Emergency Preparedness and Response
18. Priority Jurisdictional Risk- Risk identified as a priority area of concern by the jurisdiction

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19. RRC- Readiness & Response Coordinator
20. SOW- Statement of Work
21. State Capstone Tabletop Exercise- Component of PHEP exercise series
22. Underserved Groups- Populations facing barriers in accessing essential services and resources

III. Work Plan

Goal #1: Local Public Health Agencies will effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.

Objective #1: No later than the expiration date of the Contract, maintain public health surveillance and epidemiological response capacity within the Jurisdiction through planning, training activities, exercises and response to real events.

Primary Activity #1 The Contractor shall update a local public health response plan.

Primary Activity #2 The Contractor shall conduct timely, complete disease investigations within their jurisdiction in order to implement appropriate disease control mitigation activities.

Sub Activity #2

1. The Contractor shall maintain complete, accurate investigation data in statewide surveillance systems.
2. The Contractor shall evaluate public health surveillance data to assist with prompt identification for investigation of potentially hazardous health situations.

Primary Activity #3 The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control mitigation activities including immediate responses to high-risk disease situations outside of normal business hours.

Primary Activity #4 The Contractor shall evaluate disease investigation metrics reports provided to them by the Communicable Disease Branch (CDB) at the Colorado Department of Public Health and Environment (CDPHE).

Primary Activity #5 The Contractor shall attend statewide Communicable Disease Epidemiology (Epi) Update calls.

Primary Activity #6 The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.

Primary Activity #7 The Contractor shall meet quarterly with the state Field Epidemiologist assigned to their jurisdiction to provide agency epidemiology updates.

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Primary Activity #8 The Contractor shall respond to bi-annual communicable disease after-hour drills conducted by the CDB by one of the CDB approved methods.

Objective #2 No later than the expiration date of the Contract, improve public health emergency preparedness, response, and recovery activities within the Jurisdiction through planning, training, exercises and response to real events.

Primary Activity #1 The Contractor shall update the Local Public Health Agency (LPHA) Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE).

Primary Activity #2

The Contractor shall provide one of the following:

- **a.** The development of an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
- **b.** An updated All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
- **c.** Participation in the jurisdictional All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).

Primary Activity #3 The Contractor shall participate in Workforce Development Training.

Primary Activity #4 The Contractor shall complete an exercise that addresses a priority jurisdictional risk with public health impacts.

Primary Activity #5 The Contractor shall participate in the State Capstone Tabletop Exercise led by CDPHE, Office of Emergency Preparedness and Response (OEPR).

Primary Activity #6 The Contractor shall complete an After-Action Report/Improvement Plan (AAR/IP) Data Elements Document within 90 days from any event, exercise or real world, in CO-SHARE.

Primary Activity #7 The Contractor shall maintain an updated Notification list for use in epidemic emergencies.

Primary Activity #10 The Contractor shall document their Volunteer Management strategy.

Primary Activity #8 The Contractor shall respond to quarterly redundant communication drills which includes quarterly redundant 800 MHz radio communication drills conducted by CDPHE by an OEPR approved method(s).

Primary Activity #9 The Contractor shall conduct semi-annual drills to test redundant forms of communication among its response partners.

Primary Activity #10 The Contractor shall update jurisdictional Health Alert Network (HAN) policies and procedures.

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Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall include in the updated local public health response plans the following required components:
    a. The identification of staff who monitor routine jurisdictional public health surveillance systems that may include
        i. EpiTrax
        ii. Ad-hoc response systems.
    b. The identification of staff who are trained to conduct timely disease investigations of
        i. Disease cases
        ii. Disease outbreaks.
    c. The identification of staff who can support surge activities in response to disease related events.
    d. The identification of staff who can respond 24/7 to emergencies that threaten public health including immediate after-hours response to high-risk disease situations.
        i. Examples of high-risk situations include but are not limited to:
            1. Performing case investigations for an immediately reportable disease/condition to offer post-exposure prophylaxis to contacts.
            2. Investigating a potential bioterrorism agent.
            3. Implementing immediate disease control measures for an outbreak.
    e. Processes to request additional assistance during a public health disease response.
    f. Communications procedures for notifying local partners in the event of a high-risk disease response.
3. The Contractor shall utilize the staff identified in their response plan.
4. The Contractor shall follow the processes identified in their response plan.
5. CDPHE will provide access to EpiTrax as well as other ad-hoc response systems for the contractor's disease investigation staff.
6. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including
    a. Timely data entry
    b. Complete data entry for required fields.
7. The Contractor shall comply with primary disease case investigation responsibilities outlined in the CDPHE Communicable Disease Manual in the Public Health Reportable Condition Investigation Guidance. This document and website are incorporated and made part of the contract by reference and are available on the following website: CDPHE.Colorado.Gov
8. The Contractor shall comply with the public health response timelines outlined in the CDPHE Communicable Disease Manual CDPHE Communicable Disease Manual in the "Public Health Reportable Condition Investigation Guidance". This document and website are incorporated and made part of the contract by reference and are available on the following website: CDPHE.Colorado.Gov
9. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance can be found in the CDPHE Communicable

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Disease Manual. Outbreak guidance can be found in the Outbreak Investigation Guidance Document. Guidance may evolve and be adapted for changing responses or new pathogens.

   a. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance documentation as needed.

10. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the Contractor's jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high-risk conditions.
11. The Contractor shall complete disease investigation interviews of cases when, during the course of the interview, the Contractor learns that a case resides in a different jurisdiction. EpiTrax re-routing of the case to the proper jurisdiction is required
    a. within 1 working day or
    b. immediately by phone if an outbreak or other high risk disease situation is identified.
12. The Contractor shall comply with standard reporting requirements when completing outbreak report forms, including the CDC National Outbreak Reporting System (NORS) forms. This information is incorporated and made part of this contract by reference and is located on the CDPHE website CDPHE.Colorado.Gov
13. The Contractor shall comply with CDPHE requirements for outbreak reporting. Outbreak reporting requirements can be found in the Outbreak Investigation Guidance Document, the Communicable Disease Manual, and on the CDPHE website.
14. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (FoodNet Expansion Plan) by achieving the expectations described for LPHA to have CDPHE conduct FoodNet interviews.
15. The Contractor shall complete disease case interview data entry in EpiTrax within three (3) business days. During urgent response, more timely data submission may be required.
16. The Contractor shall complete outbreak investigation data entry in EpiTrax within three (3) business days. During urgent response, a more timely data submission may be required.
17. The Contractor shall consult with CDPHE CDB for surge support and prioritization if the Contractor is unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in Public Health Reportable Condition Investigation Guidance or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.
18. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in EpiTrax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
    a. The Contractor shall meet with CDPHE CDB if there are challenges resolving missing data issues.
19. The Contractor shall utilize staff that can be reached 24/7 to respond to a high-risk disease situation as well as after-hours drills.
20. CDPHE will provide disease investigation metrics reports via email from the Communicable Disease Branch to the contractor twice annually in October 2025, as well as February 2026.
21. The Contractor shall record disease investigation metrics reports issue resolutions in the Grant Reporting Spreadsheet.
22. The Contractor shall attend a minimum of 80% of the statewide Communicable Disease Epi Update calls (CDEU) as well as Statewide Epidemiology Response Coordination calls during statewide response to communicable disease events.

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23. CDPHE will record and monitor attendance of the CDEU and Statewide Epidemiology Response Coordination calls.
24. The Contractor shall document the date in which meetings with the state Field Epidemiologist took place in the Grant Reporting Spreadsheet.
25. CDPHE will provide disease surveillance reports via email from the Communicable Disease Branch to the contractor quarterly for the duration of the grant period.
26. CDPHE-CDB will provide the contractor with a statement of work (SOW) guidance document by August 1, 2025 via email.
27. The Contractor shall fill in all fields within the LPHA & Tribal Contact List in the Colorado State Health Readiness Exchange (CO-SHARE) a minimum of two (2) times per year or when:
    a. Contact information changes,
    b. Operating hours change,
    c. Emergency Preparedness & Response (EPR) staff change,
    d. Primary Communicable Disease staff change,
    e. HAN Coordinator staff change.
    f. PIO staff change
    g. Fiscal staff change
28. The Contractor shall complete one of the following:
    a. The Contractor shall update their existing MYIPP
    b. The Contractor shall develop a new MYIPP
29. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by preparing a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.
30. The Contractor shall select a Workforce Development Training from the list provided by CDPHE-OEPR in COSHARE by August 1, 2025.
31. Jurisdictional Risk/Public Health Impact exercises shall be selected from one of the following options that best meets their jurisdictional needs:
    a. Seminar
    b. Workshop
    c. Tabletop Exercise
    d. Game
    e. Functional Exercise
    f. Full Scale Exercise
32. The Contractor shall complete one of the following exercises:
    a. The Contractor shall conduct a Public Health exercise
    b. The Contractor shall participate in a jurisdictionally led Public Health exercise
33. CDPHE-OEPR will provide an After-Action Report/Improvement Plan Data Elements document in COSHARE by August 1, 2025.
34. CDPHE-OEPR will provide the Capstone Exercise Data Elements requirements via COSHARE by August 1, 2025.
35. The notification list for an emergency epidemic shall include at a minimum the following organizations:
    a. General access hospitals,
    b. Critical access hospitals,
    c. Regional emergency medical and trauma advisory councils,
    d. Rural health clinics,
    e. Federally qualified health centers,

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   f. Local emergency management agencies within the jurisdiction of the local public health agency.
   g. Healthcare Coalitions
36. CDPHE-OEPR will provide a volunteer management strategy template via COSHARE by August 1, 2025.
37. Public Health & Medical (ESF#8) considerations can include however are not limited to the 15 PHEP Capabilities.
38. The Contractor shall include ESF#8 collaborators, including the roles and responsibilities of the HCC RRC in any medical system response in any updates to the following:
   a. Plans,
   b. Strategies,
   c. Medical Countermeasures (MCM).

Expected Results of Activity(s)

1. Colorado public health agencies surveillance response to public health epidemiological emergencies and related events to which a public health response is necessitated will be maintained.
2. Colorado public health agencies ability to respond to public health emergencies and related events to which a public health response is necessitated will be maintained.

Measurement of Expected Results

1. Required Outbreak Documentation is complete.
2. Disease investigations conducted by the Contractor are timely and complete.
3. The Grant Reporting spreadsheet is complete for all deliverables.

Deliverables

Description	Completion Date
1. The Contractor shall submit their local Public Health Response plan to the contract monitor via CO-SHARE.	No later than September 30, 2025
2. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports to the contract monitor via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
3. Contractor shall submit an All-Hazards MYIPP to the contract monitor in CO-SHARE	No later than June 15, 2026
4. The Contractor shall submit proof of participation in Workforce Development Training to the contract monitor in COSHARE.	No later than June 15, 2026

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Description	Completion Date
5. The Contractor shall submit After-Action Report and Improvement Plan (AAR/IP) Data Elements to the contract monitor in CO-SHARE.	No later than 90 days from any event, exercise or real world, but no later than June 15, 2026
6. The Contractor shall submit Capstone Exercise Participation Data Elements to the Contract Monitor via CO-SHARE.	No later than June 15, 2026
7. The Contractor shall submit After Action Report/Improvement Plans to the Contract Monitor in COSHARE.	No later than 90 days after completing exercise or real-world incident
8. The Contractor shall submit their notification list to the contract monitor via COSHARE.	No later than June 15, 2026
9. The Contractor shall submit their volunteer management strategy to the contract monitor via COSHARE.	No later than June 15, 2026
10. The Contractor shall complete the Redundant Communication Google Form for the contract monitor via COSHARE.	No later than June 15, 2026
11. The Contractor shall submit their agency HAN policies & procedures to the contract monitor via COSHARE.	No later than June 15, 2026

I. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. 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.

II. Resolution of Non-Compliance

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 45 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 timeline, the Contractor must email a request to the Public Health and Emergency Preparedness (PHEP) 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.

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FY 26 ANNUAL BUDGET - EXHIBIT C
Contract Routing #: 2026-0028 Amd #2
Original Contract #: 2025-0120

Agency Name	Gunnison County Department of Health and Human Services	**Program Contact Name, Title**	Ryan White, Deputy EM & EPR Coordinator
		Phone	970-641-7690
		Email	rwhite@gunnisoncounty.org
Budget Period	8/1/2025-6/30/2026	**Fiscal Contract Name, Title**	Jody Wise
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	OEPR-PHEP	**Date Completed**	7/16/25

Expenditure Categories

Personnel Services / Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
					$ -

Personnel Services / Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 week Rates reduced to 75% due to reduced award amount - in addition reduced by OL 2 extension of $2,084.75	$ 39.63	$ 10.70	468.00	$ 21,469.69
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 3.5 hrs/week for 52 weeks Rates reduced to 75% due to reduced award amount - in addition reduced by OL 2 extension of $605.02	$ 42.31	$ 15.36	136.50	$ 7,266.94
					$ -
				Total Personnel Services (including fringe benefits)	**$ 28,736.63**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	
Supplies & Operating Expenses	Communicable Disease and EPR Operating Supplies: Office Supplies: cell phone expenses, printer paper, printer ink, pens, sticky notes, and other supplies as needed. Figured on a 12 month period Rates reduced to 75% due to reduced award amount	$ 43.750	12	$ 525.00
				$ -
			Total Supplies & Operating Expenses	**$ 525.00**

Travel

Item	Description of Item	Rate	Quantity	
Hotel	Hotel for conference(PHIR or similar), training, or exercise for EPR coordinator or PH Nurse Rates reduced to 75% due to reduced award amount	$ 131.25	2	$ 262.50
Meals	Meals during travel Rates reduced to 75% due to reduced award amount	$ 60.75	1	$ 60.75
				$ -
			Total Travel	**$ 323.25**

Contractural (payments to third parties or entities)

Contractor Name	Description of Work	Rate	Quantity	
				$ -
			Total Contractors/Consultants	**$ -**
			TOTAL DIRECT COSTS (TDC)	**$ 29,584.88**

Less: Expenses per OMB 2CFR § 200

Contractor in excess of $50,000	$ -
SubAward in excess of $50,000	
Rent	$ -
Equipment	$ -
Other Unallowable Expenses	$ -
Total Reduction Expenses	**$ -**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 29,584.88**

Indirect Costs

Indirect Cost	Description of Item	Percentage	Annual Budget: Total Amount Requested from DCPHR
Indirect Approved Rate (MTDC)			**$ -**
Other Indirect Calculation			
De Minimus- MTDC Rate	*De Minimus- MTDC Rate Rates reduced to 75% due to reduced award amount*	10%	**$ 2,958.49**

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Total Indirect	**$**	**2,958.49**
TOTAL	**$**	**32,544.00**

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TASK ORDER

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	**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
Main Task Order Contract Number 23 FAA 00023 **Task Order Number** 2025*0120	**Task Order Performance Beginning Date** The later of the Task Order Effective Date or July 1, 2024
Task Order Maximum Amount **Initial Term** State Fiscal Year 2025 $47,426.00 **Extension Terms** Total for All State Fiscal Years $47,426.00	**Task Order Expiration Date** **June 30, 2025** 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.
Pricing/Funding Price Structure: Cost Reimbursement **Contractor Shall Invoice:** Monthly **Funding Source:** Federal $47,426.00	**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)**:** Enter Program specific **Procurement Method:** Exempt **Solicitation Number (if any): NA**
State Representative Stephanie Burke PHEP Program Manager Office of Emergency Preparedness and Response Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Stephanie.burke@state.co.us	**Contractor Representative** Matthew Birnie County Manager Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions	
Contract Purpose The Public Health Emergency Preparedness program supports public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.	

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

1. PROJECT DESCRIPTION

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

2. PAYMENT

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

3. PERFORMANCE PERIOD

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

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2024,** whichever is later.

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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
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

DocuSigned by:
D9072877079D4CD...
By: Signature

Jonathan Houck
Name of Person Signing for Contractor

Chair-Gunnison BOCC
Title of Person Signing for Contractor

Date: 2024-06-18

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:
Chelsea Gilbertson
2C13912416524B1...
By: Signature

Chelsea Gilbertson
Name of Executive Director Delegate

Procurement & Contracts Section
Title of Executive Director Delegate

Date: 2024-06-18

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jannette Scarpino
8CA04B14546748A...
By: Signature

Jannette Scarpino
Name of State Controller Delegate

Chief Financial Officer
Title of State Controller Delegate

Effective Date: 2024-06-18

-- Signature Page End --

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 23 FAA 00023

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five **(45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Lisa Sparrow, Contract monitor lisa.sparrow@state.co.us.

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

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

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

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have forty-five (45) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

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

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

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4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 18I, Modification, or Option Letter Provisions of this Contract.

5. Contractor shall comply to the provisions of 45 CFR Part 75.

6. CDC Additional Requirements apply to this project.

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STATEMENT OF WORK
To Original Contract Number: 2025*0120

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

I. Project Description:

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions:

1. AFN- Access and Functional Needs
2. AAR/IP- After Action Report/Improvement Plan
3. BP1- Budget Period 1
4. CDB- Communicable Disease Branch
5. CDPHE- Colorado Department of Public Health and Environment
6. CO-SHARE- Colorado State Health and Readiness Exchange
7. CVM- Colorado Volunteer Mobilizer
8. DHSEM- Division of Homeland Security and Emergency Management
9. EpiTrax- Disease reporting and surveillance system
10. EPI- Epidemiology
11. EPR- Emergency Preparedness and Response
12. ESF#8- Emergency Support Function 8, Public Health & Medical
13. HAN- Health Alert Network
14. HSEEP- Homeland Security Exercise & Evaluation Program
15. LPHA- Local Public Health Agency
16. MYIPP- Multi Year Integrated Preparedness Plan
17. NORS- National Outbreak Reporting System
18. OEPR- Office of Emergency Preparedness and Response
19. PHEOP- Public Health Emergency Operations Plan
20. RRC- Readiness & Response Coordinator
21. SMS Text- Short Message Service

III. Work Plan:

Goal #1: To ensure the State of Colorado has the ability to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response, and recovery activities, and maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and response to real events.	
Primary Activity #1	The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.

Sub-Activities #1	1. The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel: a. Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax b. Ad-hoc response systems c. Staff who are trained to conduct routine disease investigations to include: i. Case reporting ii. Outbreak reporting d. Staff who can support surge requirements in response to disease-related events. e. Staff who can respond to emergencies that threaten public health to include; i. immediate after-hours response to high risk disease situations
Sub-Activities #2	1. The Contractor shall create or update a local public health response plan for disease events that includes: a. Processes for requesting additional assistance when disease response exceeds local capacity.
Sub-Activities #3	1. The Contractor shall maintain accurate disease investigation data. a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system. b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted 2. The Contractor shall maintain complete and accurate outbreak investigation data. a. The Contractor shall enter complete information from Local Public Health Agency (LPHA) conducted outbreak investigations into the designated statewide surveillance system EpiTrax (or ad-hoc response systems as necessary). b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted.
Sub-Activities #4	1. The Contractor shall assess disease investigation metrics reports provided to them. a. The Contractor shall resolve any issues identified in the investigation metrics reports. b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.
Sub-Activities #5	1. The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following: a. Initial Outbreak Report. b. Final Outbreak Report.
Sub-Activities #6	1. The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA: a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks transmitted by: i. contact with environmental sources ii. contact with infected people or animals iii. through an indeterminate/unknown mode

Sub-Activities #7	1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.
Sub-Activities #8	1. The Contractor shall review response to recent disease events. a. Data shall be reviewed from COVID-19. b. Other recent communicable disease event responses: i. lessons learned shall be identified ii. best practices shall be identified 2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans.
Primary Activity #2	The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.
Sub-Activities #1	1. The Contractor shall maintain awareness of communicable disease trends in their jurisdiction. a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction. b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction. c. The Contractor shall attend statewide Communicable Disease Epi Update calls. d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.
Sub-Activities #2	1. The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss; a. Epidemiology activities. b. Agency epidemiology capacity.
Sub-Activities #3	1. The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes: a. To enhance early detection of infectious disease outbreaks, b. To enhance rapid response to disease outbreaks, c. To improve the management of infectious disease outbreaks, d. To improve the management of novel emerging disease threats. 2. Sharing activities include but are not limited to: a. Sharing public health data trends through a newsletter. b. Sharing public health data through a website. c. Discussing the agency's epidemiological response plan with community response stakeholders. d. Reviewing an outbreak investigation with community stakeholders. e. Reviewing the role of epidemiology in emergency preparedness and response. f. Sharing epidemiological tools that can be used in emergency preparedness and response.

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Sub-Activities #4	1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as: a. Organizations supporting people experiencing homelessness. b. Correctional facilities (excluding state and federal facilities). c. Organizations supporting populations >65 years. d. Organizations supporting food security. e. Schools. f. Childcare facilities. g. Organizations supporting seasonal workers. h. Organizations supporting migrant populations. i. Organizations supporting people with behavioral health needs. j. Organizations supporting people with disabilities. k. Organizations supporting people with other chronic health conditions. l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.
Goal #2: To increase capacity for preparedness, response and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
Primary Activity #1	The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR)
Sub-Activity #1	1. Response to quarterly redundant drills may be made by one or more of the following methods: a. Email b. Phone c. SMS text d. Radios
Primary Activity #2	The contractor shall respond to quarterly Communicable Disease after-hour drills conducted by the Communicable Disease Branch (CDB)
Sub-Activity #1	1. Response to quarterly after-hour drills may be made by one or more of the following methods: a. Phone b. SMS Text Message
Primary Activity #3	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE)
Sub-Activity #1	1. All fields in the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) a minimum of two (2) times per year 2. The LPHA list shall also be updated when: a. Contact information changes. b. Operating hours change. c. New Emergency Preparedness & Response (EPR) staff are added. d. Primary Communicable Disease staff change.
Primary Activity #4	The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.

Primary Activity #5	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
Primary Activity #7	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills.
Primary Activity #8	The Contractor shall develop a discussion-based exercise that addresses a priority jurisdictional risk.
Sub Activity #1	1. Exercises shall be selected from one of the following options that best meets their jurisdictional needs: a. Seminar b. Workshop c. Tabletop Exercise d. Game
Primary Activity #9	The Contractor shall conduct their discussion-based exercise that addresses a priority jurisdictional risk with their emergency response team.
Sub Activity #1	1. The Contractor shall create an After Action Report and Improvement Plan following the exercise.
Primary Activity #10	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in an Access and Functional Needs (AFN) training.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary CVM administrator.
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
Primary Activity #2	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
Primary Activity #3	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
Primary Activity #4	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

Primary Activity #5	The Contractor shall complete a Budget Period 1 (BP1) Action Plan.
Sub-Activities #1	1. The Contractor shall meet quarterly with their CDPHE Field Manager to discuss; a. Priority areas identified b. Quarterly progress.
Primary Activity #6	The Contractor shall conduct a comprehensive review of the Public Health Emergency Operations Plan (PHEOP).
Sub-Activities #1	1. Reviews shall include: a. Additions or updates from the current hazard vulnerability assessment b. After action reports.
Primary Activity #7	The Contractor shall complete an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) that shall include Progressive exercise planning.
Sub-Activities #1	1. The Contractor shall complete one of the following: a. The contractor shall update their existing MYIPP plan. b. The contractor shall develop a new MYIPP plan.
Primary Activity #8	The Contractor shall participate in a Risk Assessment.
Primary Activity #9	The Contractor shall revise their communication plan for response related efforts that engage ESF8 for emergencies that are a threat to the public health and healthcare system.
Sub-Activities #1	1.The contractor shall define the roles of the following response partners in communication plans that engage ESF #8: a. ESF8 Lead b. HCC RRC c. OEPR Field Manager
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the CDPHE Communicable Disease Manual https://cdphe.colorado.gov/communicable-disease-manual in the "Public Health Reportable Condition Investigation Guidance" (https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view). This document and website are incorporated and made part of the contract by reference and are available on the following website: https://cdphe.colorado.gov/communicable-disease-manual 3. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance for many conditions can be found in the CDPHE Communicable Disease Manual: (https://cdphe.colorado.gov/communicable-disease-manual). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance as needed. 4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high risk conditions. 5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This

information is incorporated and made part of this contract by reference and is located on the CDPHE website https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines

6. CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE.
7. CDPHE will provide disease investigation metrics reports to the contractor.
8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.
9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls.
10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025.
11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in "Public Health Reportable Condition Investigation Guidance" or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.
13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields.
14. The Contractor shall comply with CDPHE requirements for outbreak reporting.
15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak.
16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (https://docs.google.com/document/d/1UJlnx8uQvSChJAY_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews.
17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems.
18. The Contractor shall adhere to Homeland Security Exercise & Evaluation Program (HSEEP) principles for exercises and planning.
19. The Contractor shall align exercises with the PHEP Exercise Framework provided by CDPHE via CO-Share.
20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP) via CO-Share by September 30, 2024.
21. CDPHE will provide technical assistance to support exercise planning, upon request.
22. The Contractor shall complete an AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE.
23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system.
24. The Contractor shall include HCC roles and responsibilities in response documentation to include:
    a. Situational Awareness
    b. Communications
    c. Coordination
25. Response documentation may include:
    a. Plans
    b. Annexes
    c. Procedures
    d. Policies

	e. Algorhythms f. Concepts of Operations g. AAR/IP 26. Presentation reports shall include the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet. 27. CDPHE-OEPR will provide the dates and locations of the Division of Homeland Security and Emergency Management (DHSEM)'s Access and Functional Needs Road Show as an option for completion of this deliverable. 28. Contractors with 10 or more FTE must also identify an alternate CVM administrator. 29. The Contractor's CVM administrators shall: a. Have completed CVM administrator training within the past 24 months b. Signed the annual confidentiality agreement c. Be recognized by CDPHE as a CVM administrator 30. CDPHE will provide quarterly CVM administrator training for LPHAs. 31. CDPHE shall require CVM reports after mission drills or real events. 32. CDPHE will provide a mass care template via CO-Share by July 1, 2024. 33. The Contractor shall use the Mass Care Template when documenting mass care events. 34. CDPHE will provide a mass fatality template via CO-Shae by July 1, 2024. 35. The Contractor shall use the Mass Fatality Template when documenting mass care events. 36. The Contractor shall identify four (4) priority areas in the BP1 Action Plan which will be provided by CDPHE via CO-Share. 37. CDPHE-OEPR will provide an Action Plan Template by July 1, 2024. 38. The Contractor shall include the HCC RRC designee, their roles and responsibilities, in the PHEOP for response that engages ESF #8. 39. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by submitting a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks. 40. The Risk Assessment shall include representation for people who are disproportionately impacted by public health emergencies. 41. CDPHE-OEPR will provide a risk assessment template by July 1, 2024. 42. The Risk Assessment can be for the jurisdiction or region. 43. For Local Public Health Agencies (LPHAs) serving the ESF #8 lead role, communication plans must describe how response partners are included in all notification methods. CDPHE will provide a link to the Emergency Support Functions via CO-Share.
Expected Results of Activity(s)	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.
Measurement of Expected Results	1. NORS forms are complete. 2. Outbreak Summary Reports are complete. 3. Disease investigations conducted by the Contractor are timely and complete. 4. The Grant Reporting spreadsheet is complete for all deliverables.

		Completion Date
	1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.	No later than September 30, 2024
	2. The Contractor shall submit BP1 Action Plan via CO-SHARE.	No later than September 30, 2024
	3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE	No later than December 31, 2024

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Deliverables	4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.	No later than two (2) months from first illness onset
	5. The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used.	No later than six months from first illness onset
	6. The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method.	No later than one business day from identification
	7. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports including how they were resolved for disease and outbreaks investigated by LPHAs via the Grant Reporting Spreadsheet.	No later one (1) month after receiving the report
	8. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between July 1, 2024 and December 31, 2024, in the Grant Reporting Spreadsheet.	No later than February 28, 2025
	9. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between January 1, 2025 and June 30, 2025 in the Grant Reporting Spreadsheet.	No later than the contract end date
	10. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection via the Grant Reporting Spreadsheet.	No later than the contract end date
	11. The Contractor shall submit a summary describing the operational strengths and areas for improvement identified during communicable disease response AAR reviews via CO-SHARE.	No later than the contract end date
	12. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2025
	13. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2025
	14. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	15. The Contractor shall submit a brief summary of disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	16. The Contractor shall submit individual agency HAN assessment findings in CO-SHARE.	No later than June 15, 2025
	17. The Contractor shall submit CVM reports for two (2) completed mission drills or real events in CO-SHARE.	No later than June 15, 2025

	18. The Contractor shall submit an After Action Report and Improvement Plan (AAR/IP) in CO-SHARE.	No later than June 15, 2025
Deliverables	19. The Contractor shall submit one updated Emergency Support Function 8 (ESF#8) response documentation in CO-SHARE.	No later than June 15, 2025
	20. The Contractor shall submit proof of attendance to an Access & Functional needs training in CO-SHARE.	No later than June 15, 2025
	21. The Contractor shall submit copies of CVM administrator training certificate(s) with confidentiality agreements in CO-SHARE.	No later than June 15, 2025
	22. The Contractor shall submit the completed mass care template in CO-SHARE.	No later than June 15, 2025
	23. The Contractor shall submit the completed mass fatality template in CO-SHARE.	No later than June 15, 2025
	24. The Contractor shall submit documentation of meetings with the Emergency Manager in CO-SHARE.	No later than June 15, 2025
	25. The Contractor shall submit the updated PHEOP in CO-SHARE.	No later than June 15, 2025
	26. The Contractor shall submit an All-Hazards MYIPP in CO-SHARE	No later than June 15, 2025
	27. The Contractor shall submit the revised communication plan via CO-SHARE.	No later than June 15, 2025

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. 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.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 10 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) 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 Terms and Conditions of this contract.

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FY 25 ANNUAL BUDGET - EXHIBIT C
Contract Routing #: 2025-0120 OC

Agency Name	Gunnison County Dept of HHS	**Program Contact Name, Title**	Lisa Bickford, Deputy EM/EPR
		Phone	970-641-7690
		Email	Lbickford@gunnisoncounty.org
Budget Period	FY25	**Fiscal Contract Name, Title**	Jody Wise
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	OEPR-PHEP	**Date Completed**	4/16/2024

Expenditure Categories

Personnel Services / Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
					$ -

Personnel Services / Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 weeks	$ 37.71	$ 13.50	624.00	$ 31,955.04
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 4 hrs/week for 52 weeks	$ 40.02	$ 6.60	208.00	$ 9,696.96
				Total Personnel Services (including fringe benefits)	**$ 41,652.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	
Supplies & Operating	Communicable Disease and EPR Operating Supplies	$ 1.00	1000	$ 1,000.00
			Total Supplies & Operating Expenses	**$ 1,000.00**

Travel

Item	Description of Item	Rate	Quantity	
Hotel	Hotel for conference, training, or exercise for EPR coordinator or PH Nurse	$ 200.00	2	$ 400.00
Meals	Meals during travel for conference, training, or exercise	$ 62.00	1	$ 62.00
			Total Travel	**$ 462.00**

Contractural (payments to third parties or entities)

Contractor Name	Description of Work	Rate	Quantity	
				$ -
			Total Contractors/Consultants	**$ -**
			TOTAL DIRECT COSTS (TDC)	**$ 43,114.00**

Less: Expenses per OMB 2CFR § 200

Contractor in excess of $25,000	$ -
SubAward in excess of $25,000	
Rent	$ -
Equipment	$ -
Other Unallowable Expenses	$ -
Total Reduction Expenses	**$ -**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 43,114.00**

Indirect Costs

Indirect Cost	Description of Item	Percentage	Annual Budget: Total Amount Requested from DCPHR
Indirect Approved Rate (MTDC)			$ -
Other Indirect Calculation			$ -
Reduced Rate	*10% (Chooses to use lower rate)*	10%	$ 4,311
		Total Indirect	**$ 4,311.40**
		TOTAL	**$ 47,426.00**

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Exhibit D

Federal Provisions – Public Health Emergency Prepardness

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 Department 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 TBD.
   d. The Federal award date is TBD.
   e. The subaward period of performance start date is 7/1/2024 and end date is 6/30/2025.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
07/01/2024-6/30/2025	**TBD**	**TBD**

   g. Federal award title of project or program: Public Health Emergency Prepardness.
   h. The name of the Federal awarding agency is: The Department of Health and Human Services- Centers for Disease Control and Prevention and the contact information for the awarding official is TBD; 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 Amanda Hettinger, amanda.hettinger@state.co.us, Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Prepardness.
   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.

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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.

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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

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has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Grant

Action Requested:

Parties to the Agreement: National Council on Aging

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Grant Proposal to continue the work of the Senior Resource Office

Fiscal Impact: 194000

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 11/26/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 11/26/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/26/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/26/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

Application

Save Draft | Mark Complete | Close

Please read the full opportunity announcement and RFP available here: https://www.ncoa.org/article/bec-funding-opportunity/ (https://www.ncoa.org/article/bec-funding-opportunity/)

- You can save this form as a draft at any time by clicking "Save Draft" at the bottom of the page.
- When you have completed all required items, please click the "Mark Complete" button at the bottom of the page.
- When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

NOTE: When you have completed all required steps, be sure to click "Submit" on the next page.

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Applicant Information

Name of Individual Completing the Application: *

Elizabeth Holena

Position/Title: *

Manager

Email *

Elizabeth.holena@state.co.us

Organization Director's Name: *

Joni Reynolds

Organization Director's Email: *

jreynolds@gunnisoncounty.org

Please name the main point of contact for this grant:

Name *

Elizabeth Holena

Email *

elizabeth.holena@state.co.us

Organization Name: *

Gunnison County Department of Health and Human Services

Address *

220 North Spruce Street

City *

Gunnison

State *

Colorado

Zip Code *

81230

Organization Phone Number: *

9706413244

Links to all social media accounts of the organization (Facebook, X, LinkedIn, etc.). Please note links are required. Handles (e.g. "@ncoa") alone do not provide enough information: *

https://www.gunnisoncounty.org/
https://www.facebook.com/GunnisonCountyCO/

What is your organization's mission statement? (250 words) *

The mission of Gunnison County Department of Health and Human Services(GCDHHS) is to provide culturally competent leadership, prevention, protection, and support services to individuals and families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community.

Word Count: **43 / 250**

Select which of the following describe your organization (select all that apply): *

- [x] Agency - Local
- [ ] Agency - State
- [x] Aging & Disability Resource Center
- [ ] American Indian/Alaska Native Entity
- [x] Area Agency on Aging
- [ ] Center for Independent Living
- [ ] Community Health Center
- [ ] Faith-based Organization/Coalition
- [ ] Food Bank / Pantry or Similar
- [ ] Foundation
- [ ] Legal Aid Counseling Service
- [ ] Non-profit
- [ ] Senior Center
- [ ] State Health Insurance Assistance Program
- [ ] Other

Experience in Benefits Enrollment

Has your organization served adult Medicare beneficiaries (adults 65 and older or Medicare-eligible adults with disabilities) for at least one year? *

- (●) Yes
- ( ) No (If no is selected, you are not eligible for funding at this time.)

Please select the percentage of Medicare eligible beneficiaries your organization serves: *

- (●) Less than 10%
- ( ) 11%-25%
- ( ) 26%-50%
- ( ) More than 50%

Has your organization previously received a grant from NCOA in the last 5 years in any program area? *

- (●) Yes
- ( ) No

If yes, what was the grant and when did you receive it? *

Gunnison County Department of Health and Human Services received an 18 month cycle of funding to support GCDHHS as a Benefit Enrollment Center from 1/1/24-8/31/25.

How does the BEC project align with the overall goals of your organization? (250 words) *

and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community. The most recently adopted Strategic Plan of GCDHHS addresses individual, family and community health by identifying program purposes, results, activities and services of public health and human service programs. Multiple measures include providing services to older adults to support aging in place in the community by utilizing supportive services and resources. The NCOA Benefit Enrollment Program aligns with the overall goals of our agency by leveraging existing resources and opportunities for underserved populations to optimize opportunities for health and wellness. The vision of this program includes the NCOA BEC being used in tandem with other public benefits, community-based organizations and entities focused on stability and economic self sufficiency. A long term vision of GCDHHS is to

Word Count: **168 / 250**

Please select the benefits for which your organization has experience completing applications for Medicare eligible beneficiaries in the last year (select all that apply): *

- [x] Medicare Part D Extra Help (LIS)
- [x] Medicare Savings Programs (MSPs)
- [x] Medicaid
- [x] Supplemental Nutrition Assistance Program (SNAP)

In calendar year 2024, how many applications did your organization assist clients with for each of the following core benefits?

Medicare Part D Extra Help (LIS) *

11

Medicare Savings Programs (MSPs) *

17

Medicaid *

11

Supplemental Nutrition Assistance Program (SNAP) *

10

Statement of Need

Please describe your service area (including naming all counties/state(s) served): *

The geographic areas served by GCDHHS includes both Gunnison and Hinsdale County. Gunnison County's geographical area is composed of 3,260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte. Hinsdale County is also considered one of the most remote counties in Colorado and is provided human service programming through GCDHHS.

Describe why your community or proposed service area needs benefits enrollment support. Please provide population data for your service area, including number of eligible Medicare beneficiaries and share resource(s) used for data. (250 words) *

Residents of Gunnison and Hinsdale Counties face multiple barriers to self-sufficiency and stability, particularly underserved older adults. Residents of both counties face compounded barriers to self sufficiency due to extreme weather, housing affordability, high costs of living, high rent and home prices and a tourist economy. According to a 2024 Housing Needs Assessment, 18% of residents are severely cost burdened(>50% of income spent on housing). In addition, The US Census estimated 12.3% of Gunnison County (2251 people) live below the federal poverty line. Additional Data from the American Community Survey shows 8.7% of older adults age 65 and older are living in poverty in Gunnison County. Further, data from the same source shows that 16% of the 65 and up Hispanic population live in poverty. These affordability challenges exacerbate the financial burden for lower income rural older adults who disproportionality lack the financial means and/or awareness of available resources to help supplement income. The need to leverage any available public benefits is critical for low income Medicare recipients to remain and thrive in our community. Gunnison County Department of Health and Human Services(GCDHHS) will target non-English speaking populations and rural older adults.

Word Count: **192 / 250**

Approach

There are three tiers of funding that correlate to specific core application goals. Organizations should select which tier they are applying for: *

- (●) Tier 1 (Funding Level: $150,000; Core Applications: 600)
- ( ) Tier 2 (Funding Level: $200,000; Core Applications: 900)
- ( ) Tier 3 (Funding Level: $300,000; Core Applications: 1,200)

Are you willing to be considered for a different tier? Reviewers will be evaluating applications based on how clearly the organization has demonstrated their ability to reach each funding tier. If you are selected for a different tier, you may be required to submit a new budget. *

- (●) Yes
- ( ) No

Describe your service delivery model. Please include information about how you plan to support additional clients with applications and/or outreach plans, including your organization's person-centered approach to benefits enrollment. (250 words) *

Gunnison County Aging Resource Office is embedded with public health and human services programs at GCDHHS. The agency provides client centered, collaborative service delivery, and emphasizes a strengths based approach that is unique to each customer. The Aging Resource Office hosts several highly skilled senior resource specialists, providing information, assistance and referrals to low income or otherwise underserved seniors through a variety of different programs. Staff are equipped to assist with completing applications in the office, in home and with other creative avenues. Current Senior Resource Specialists have collectively been assisting with applications and enrollment for a combined 25 years. Being an integrated health and human services agency reduces multiple barriers to successful enrollment. Specialists share office space with eligibility technicians directly responsible for processing SNAP, LIS, MSP and LEAP. This allows for ease of information sharing and a coordinated effort between teams for successful enrollment. Similarly, the Multi -Cultural Resource Center within GCDHHS provides a team of interpreters to assist community members in enrolling in public benefits. Specialists are skilled at integrating individuals goals and preferences into comprehensive care plans to assure the services they receive are tailored to their needs. This leads to higher engagement and ultimately a more successful enrollment process. Additional funding will support additional clients in need of benefit enrollment.

Word Count: **215 / 250**

Provide specific examples of your organization's experience assisting clients with completing applications and describe how this funding will help your organization expand on that work. (500 words) *

The Gunnison County Aging Resource Office has significant experience assisting clients with completing applications through diverse human service and public health programs and projects. Applications include enrollment in not only core benefits such as LEAP, Medicaid, SNAP, but also programs for housing, social security benefits, behavioral health programs, clinical programs. GCDHHS has been assisting with benefit enrollment through multiple intersections in the community, capitalizing on interactions across programs and a no wrong door approach. Request for application assistance may come through the Aging Resource Office, the nurse Clinical Team or the Multi Cultural Resource Team or any number of diverse contact points within the agency. The Aging Resource Office employs several highly skilled senior resource specialists, providing information, assistance and referrals to low income or otherwise underserved seniors through a variety of different programs. Staff are equipped to assist with completing applications in the office, in home and with other creative avenues. Current senior Resource specialists have collectively been assisting with applications and enrollment for a combined 25 years. Funding will allow the hiring of additional staff, extend operating hours, and improve training and resources for older adults. Funding will support better outreach efforts to increase accessibility and enhance the enrollment process.

Word Count: **202 / 500**

How will you ensure program access to people who speak languages other than English? (100 words) *

The Aging Resource Office will have targeted outreach efforts to non-English speaking communities by utilizing new or existing staff on the Multi Cultural Resource team to become trained benefit enrollment specialists.

Word Count: **31 / 100**

Partnerships

Collaborations are an important aspect of this work. Please describe partner role(s) and include letters of support from partners (funded or unfunded) that will support your organization in meeting the goals of your application. If you do not have any letters of support, please explain how you plan to meet your grant goals without partnerships. (250 words) *

No single professional agency or system can meet the needs of a person or community on its own. Benefit enrollment is complex, interconnected and often rooted in multiple systems. Each of GCDHHS partners has a unique role and brings expertise and skills to the table, making benefit enrollment more holistic and effective. Partnerships include the Senior Meal Program, The City of Gunnison LatinX Project, as well as Gunnison Valley Home Health Program. These partnering community agencies all service low income older adults in a variety of settings and ways, such as providing support in the home through onsite meal service. Our partners have strong relationships with community members, and are able to build trust and ensure the support they offer is culturally sensitive and effective. Our partners also provide an opportunity to our agency to adjust program or process to better meet the meets of community members.

Word Count: **147 / 250**

File Upload - Letter of Support 1 (Optional)

✚ Select a file DOC.pdf

File Upload - Letter of Support 2 (Optional)

✚ Select a file GV-HEAT letter of support Aging.pdf

File Upload - Letter of Support 3 (Optional)

✚ Select a file Letter of Support_National Council on Aging Grant_Gunnison County_1

Please describe how working with public agencies will help your organization achieve its goal. Include current or planned relationships with a No-Wrong Door system and/or Aging and Disability Resource Centers. (250 words) *

Working with other public organizations will promote and support the goals of enrolling older adults in benefits through enhancing outreach, streamlining access to information, and leveraging trusted relationships within the community. Public agencies offering additional resources and infrastructure for older adults will amplify our benefit enrollment efforts. Current relationships include partnerships with the Housing Authority, The Food Pantry and Six Points. GCDHHS provides a coordinated network that provides a single point of entry for people to access services and supports. Individuals can got to any of our partner agencies to be connected with the appropriate help they need.

Word Count: **98 / 250**

Management and Organizational Capacity

Please describe the roles and positions that you plan to utilize on this project (including title, name, and years of experience). If you don't currently have staff in these positions, please explain the plan to ensure implementation within 60 days of grant start date (2/1/2026). (250 words) *

Key roles and positions that will be utilized on this project:
Geri Howard: Senior Resource Coordinator, 17 years of experience working with older adults
Madeline Stokes: Senior Resource Specialist, 1 year of experience
Erin Ryan: Senior Resource Specialist, 6 years of experience

Word Count: **42 / 250**

If your organization plans to utilize volunteers for this project, please describe their roles. (250 words) *

NA

Word Count: **1 / 250**

Does your organization plan to sub-grant any of these funds? If so, to whom and what portion of the work do you plan to sub-grant? (250 words) *

NO

Word Count: **1 / 250**

Does your organization understand that utilization of Cumulus and/or an API Integration into Cumulus is required for this grant? *

- (●) Yes
- ( ) No

Should you be awarded, how many Cumulus licenses would your agency need for the grant period? This number should be equal to or less than the number of staff that will be billed and working in the BEC program. (This question is used only for planning purposes and will not be considered in the scoring of your application.) *

- (●) 1-5
- ( ) 6-10
- ( ) 11-15
- ( ) 16-20
- ( ) 20+

Budget and Financials

Prior to making final award determinations, NCOA will conduct a financial review of the top scoring applicants to evaluate their ability to manage the grant. As part of this evaluation, applicants are required to submit, with their proposal, a budget, an audited financial statement, including the Uniform Guidance audit if applicable, and Form 990. Alternatively, an internal budget may be submitted in place of the financial statement and/or Form 990. A sample budget template can be found below.

Organizations applying for funding can apply under the following categories and conditions. Funding is contingent on continued funding from the federal government. The project period is February 1, 2026-July 31, 2028.

Please note that to receive federal funding organizations need to be registered on sam.gov and will need to ensure their registration remains active throughout the grant cycle. If you have a sam.gov registration, please provide your UEI number. If you do not have a UEI number, your organization will need to register prior to receiving an award. You can learn more about registering for a UEI number through the the Federal Award Management Administration (https://federal.famr.us/system-for-award-management/?utm_source=google&utm_medium=cpc&utm_campaign=319264000&utm_content=138721377778&utm_term=sam%20uei%20registration&gclid=EAIaIQobChMIgAMVCajICh0L_QETEAAYASAAEgILJ_D_BwE). Registration specialists are available by phone at 855-706-5687.

UEI number (if registered on sam.gov):

NSN9FAGKEDJ9

What are the financial documents you are submitting? (check all that apply) *

- [x] Audited financial statement
- [ ] Form 990
- [ ] Internal budget

Please upload your audited financial statement *

+ Select a file NCOA Budget.xlsx

Budget Template

Provide detailed budget information below; please include budget amounts (as a percentage of the total amount of funding requested, so the grand total should equal 100.00%) and narrative. All budgets should include $5,000 for program staff to attend NCOA's Age+Action conference in 2027 and 2028 ($2,500 per year). Please note that indirect costs are limited to 15% of total direct costs. If your organization has an approved Negotiated Indirect Cost Rate Agreement (NICRA), please attach it below.

Organization Name: *

Gunnison County Department of Health and Human Serivces

Project Director *

Joni Reynolds

Fiscal Director: *

Melissa LaMonica

Fiscal Director Phone Number: *

9706412203

Grant Period: February1, 2026, through July 31, 2028

Categories

Budget Percentage

Budget Narrative

PERSONNEL

Direct Labor

Direct Labor - Budget % *

85.00

Direct Labor - Budget Narrative *

The cost of an entry level level Senior Resource Specialist.

Fringe Benefits

Fringe Benefits - Budget % *

15.00

Fringe Benefits - Budget Narrative *

Includes health insurance and retirement

PERSONNEL TOTAL

PERSONNEL TOTAL - Budget %

100.00

OTHER DIRECT COSTS

Travel

Travel - Budget % *

100.00

Travel - Budget Narrative *

Cost of in County travel in Fleet Vehicles

Printing

Printing - Budget % *

100.00

Printing - Budget Narrative *

Cost of printing brochures, flyers

Supplies

Supplies - Budget % *

100.00

Supplies - Budget Narrative *

Supports office supplies such as pens, pencils, paper

Telephone

Telephone - Budget % *

100.00

Telephone - Budget Narrative *

Supports office landline

Postage

Postage - Budget % *

100.00

Postage - Budget Narrative *

Stamps, envelopes

Advertising

Advertising - Budget % *

100.00

Advertising - Budget Narrative *

Cost of ad in local paper

Equipment

Equipment - Budget % *

100.00

Equipment - Budget Narrative *

Cost to support one laptop/computer station

Consultants/Subcontractors

Consultants/Subcontractors - Budget % *

Consultants/Subcontractors - Budget Narrative *

Other

Other - Budget % *

Other - Budget Narrative *

OTHER DIRECT COSTS TOTAL

Other Direct Costs Total - Budget %

700.00

INDIRECT COSTS

Indirect Costs - Budget % *

0.00

Indirect Costs - Budget Narrative *

d

GRAND TOTAL

Grand Total - Budget %

800.00

*Indirect costs can be 15% of the direct total, unless you have negotiated an indirect cost rate agreement.

Additional Documents if Requested (e.g. NICRA)

+ Select a file

I affirm to the best of my knowledge and belief, that:

- All statements and representations made are honest and accurate.
- No information has been intentionally falsified, omitted, or misrepresented.
- I am fully aware that providing false or misleading information may result in consequences such as rejection of this application, or, if funds are awarded, corrective action and/or termination of their grant agreement and rescission of award funds.

Affirmation *

○ Yes

○ No

About the National Council on Aging

The National Council on Aging (NCOA) is the national voice for every person's right to age well. We believe in a just and caring society in which each of us, as we age, lives with dignity, purpose and security. Working with thousands of national and local partners, we provide resources, tools (online and in community), best practices, and advocacy to ensure every person can age with health and financial security. Founded in 1950, we are the oldest national organization focused on older adults. NCOA has a goal to improve the health and economic security of 40 million older adults by 2030. Learn more at ncoa.org (http://www.ncoa.org) and @NCOAging.

This publication was supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $13,504,196.00 with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS or the U.S. Government.

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NCOA Budget 2026
12/1/2025

Category	Description	1105	Matching	Organization	Total cost
Personnel – salaries, wages			$ -		$ -
					$ -
	Senior Resource Specialist 8 hrs / week @ $33/hr	$ 14,000.00	$ 10,000.00	GCDHHS	$ 24,000.00
Materials and supplies	Postage for 3200 Letters				$ -
	Envelopes for Mailing				$ -
	Photocopies for Outreach Materials	$ 100.00			$ 100.00
					$ -
	Materials for Events	$ 100.00			$ 100.00
	Food & Beverages for Events	$ 100.00			$ 100.00
	Newspaper Advertisements in Local Newspapers - in English	$ 100.00			$ 100.00
Equipment	Laptop	$ -	$ -		$ 1,200.00
	Cell phone for Promotoras	$ -			
Contractors / subcontractors					$ -
					$ -
					$ -
Other Direct Costs	Travel Conference	$ 5,000.00			$ 5,000.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Totals:		$ 19,400.00	$ 10,000.00		$ 29,400.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Grant

Action Requested: County Manager Signature

Parties to the Agreement: Energy Outreach Colorado

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The grant supports integration of GVHeat with HHS and the work of a promotora and case manager

Fiscal Impact: 84086

Submitted by: Elizabeth Holena **Submitter's Email Address:** Elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 11/26/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 11/26/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 11/26/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/26/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

Mission, history, and key staff.

What is your organization's mission?

The mission of Gunnison County Department of Health and Human Services (GCDHHS) is to provide culturally competent leadership, prevention, protection, and support services to individuals and families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community.

The mission of the Gunnison Valley Home Energy Advancement Team (GV-HEAT) is to make energy efficiency and home repairs accessible for every household in Gunnison and Hinsdale Counties.

In 100 words or less, please describe the history of your organization.

Gunnison County Department of Health and Human Services (GCDHHS) is a unified department that has been providing human services, public health, senior services, public assistance and veterans services for over 45 years in the community. The department provides all services for Gunnison County and also provides human services and public health programs for Hinsdale County, two of the most remote isolated counties in the state. GV-HEAT has provided locally available energy efficiency services to low-income households since 2017.

Organization Background

Please list key staff and titles, and 1-2 sentences about their experience with this type of work.

Key Staff

Gesa Michel, Energy Program Manager, GV-HEAT, Gunnison Valley Regional Housing Authority

Gesa Michel has lived in the Gunnison Valley for over 27 years and has enjoyed devoting her professional career in support of a variety of sustainability initiatives and energy efficiency programs at local non-profit organizations. Since 2020, Gesa has tripled the output of the GV-HEAT program as part of the Gunnison Valley Regional Housing Authority (GVRHA), facilitating energy efficiency upgrades in income-qualified housing throughout the valley. Starting in 2026, Gesa will continue to lead the GV-HEAT program under the Gunnison County Housing Authority (GVHA).

Elizabeth Holena, Wellness/Enforcement Services Manager - GCDHHS

Elizabeth Holena has lived in Gunnison Valley for over 25 years. Elizabeth has been a manager of health and human service programs of the Gunnison County Department of Health and Human Services (GCDHHS) for over 8 years, focusing on basic needs of underserved populations.

John Cattles, Assistant County Manager for Operations and Sustainability, Gunnison County

John Cattles started his career in the construction industry building unique off-grid strawbale and earthship homes. After receiving an education in architecture, he started a design-build general contracting business which he ran with his partner until he joined Gunnison County in 2013. Since joining the County, John has completed electrification and efficiency renovations on most County buildings; reducing energy use by the County's buildings by more than 60%. John has also been involved in the development and construction of over 300 units of all-electric, highly efficient, affordable housing.

Description of promotora activities, target audiences, coordination with partners, expected outcomes, and timeline

Please describe planned activities and work for your outreach education promotoras to include planned coordination/subcontracting with partners (2000 words or less) *

Outreach Plan

Detailed Description of Outreach Efforts

With the Energy Assistance Community Outreach funding, GV-HEAT and GCDHHS will continue its headway reaching disadvantaged communities:

- Funding will support exploring intersections and opportunities within the Gunnison County Department of Health and Human Services (GCDHHS) to integrate the GV-HEAT expertise. We will collaborate with GCDHHS's Multicultural Resource Team's Spanish Speaking care coordinators to enhance their understanding of the Energy Outreach Colorado (EOC) programs and the ability to enroll community members in the various programs. In addition, Medicaid RAE (Regional Accountable Entity) care coordinators will be provided consistent education throughout the grant cycle to support enrollment of community members in EOC programs. We will be working with the clinical team at GCDHHS, Juvenile Services, the Early Childhood Council and the Health Coalition to identify additional avenues within their services to support GV-HEAT/EOC programs.
- Presenting and tabling at 4 events hosted by our current or new partners. We will offer short presentations (~30 minutes to 1 hour) covering Energy Outreach Colorado's programs. For example, we will cooperate with the senior and health community during one

of their events as well as Juntos de Gunnison or Inmigrantes Unidos de Gunnison during one of their monthly Hispanic community gatherings.

- Direct Mailing to LEAP and EOC Bill-Pay Assistance recipients to reach up to 200 households. We will mail a letter with Do You Need Help flyers and WAP or CARE applications to help eligible households fill out and send in applications. In 2025 we have received 6 CARE applications from these direct mailings – a great response rate. Mailing SNAP recipients the EOC program information and CARE applications will be explored.
- Producing client storytelling and testimonials in English and Spanish. We will prepare 2 new case studies of past participants that we will highlight through social and print media, on our website, through mailings, during events, and with our collaborators. Through these encouraging stories of like-minded folks, we aim at creating trust and familiarity with the viewers.
- Increasing effective methods of outreach to the Latinx community. We will streamline involvement in our programming for the Latinx community by facilitating conversations with our Spanish speaking liaisons concerning appropriate methods of advertisement. We have learned that our Hispanic community particularly engages with trusted Spanish speaking liaisons in one-on-one settings. In 2025 we have initiated an ambassador program to help with spreading the word and enticing friends and family to enroll in EOC programs. We will continue this initiative in 2026. Working with the Gunnison County Public Library to educate about GV-HEAT and EOC programs during English Learners classes was successful in 2024 and we will pick this up again in 2026.
- Organizing 1 multi-lingual Roundtable Conversation where English, and Spanish-speaking past participants relay their experience to curious individuals. We will again work closely with the City of Gunnison Community Outreach Department to coordinate this event, preferably taking place during Rural Welcoming Week, a series of events sponsored by Welcoming America to inspire inclusive communities. In 2025 this event garnered 3 CARE applicants. A continued event will enhance opportunities of gaining trust and passing along knowledge from peer to peer. Ethnic food will be provided.
- Enhancing relationships with current partners. Outreach methods will be reinforced with the Gunnison Mentors, Project Hope, Gunnison Country Food Pantry, and Mountain Roots Food Project to include training of each group’s staff and volunteers on our services so they can pass their newly gained knowledge on to their clients. We have learned that it is most effective when clients are approached by trusted case workers who then help spread the word about our services.
- Building new partnerships in the Gunnison Valley to reach new audiences. We will build more collaborations with the regional hospital staff at Gunnison Valley Health (GVH). In 2026 we aim to educate hospital staff so that they can then pass on information about EOC programs to their clients in need either during home visits or during touchpoints at the hospital. We will also expand our partnership with the Public Health Department in Hinsdale County.

- Distributing approximately 500 of EOC's "Do You Need Help" flyers in both English and Spanish, to include information about LEAP, WAP, CIP, and EOC Bill pay programs to individuals and local partner organizations.
- Partner organizations and GCDHHS departments will receive a $1,000 - $2,000 stipend to compensate them for sharing with their client base and for their direct assistance.
- To back up our outreach and provide a presence, we will continue to print advertisements in newspapers and via radio announcements.

Please describe your priority audience(s) for outreach education (200 words or less) *

GCDHHS and GV-HEAT play a central role in addressing affordable housing challenges by connecting disadvantaged community members, including low-income earners, Hispanic residents, and the elderly population with low income housing, energy efficiency, and weatherization resources. Gunnison Valley residents face threats to health, safety, and comfort due to extreme winter weather and sees sub-freezing temperatures 7 months of the year. Extreme weather, contractor shortages, short construction seasons, and intense market pressures have led to a housing affordability and availability crisis that burdens disadvantaged community members with high costs of living. Rents and home prices are rising rapidly. According to a 2024 Housing Needs Assessment, 18% of residents are severely cost burdened. Individuals and families are under tremendous housing-related stress, impacting their ability to remain in the community and creating negative health, happiness, and educational outcomes. These affordability challenges exacerbate susceptibility to the extreme weather threats and are amplified for the region's lower-income, rural, and Spanish-speaking residents who disproportionately lack the financial means and/or awareness of available resources to respond. GV-HEAT and GDHHS continue to identify opportunities to target and reach new households. Together, the programs will continue to partner with organizations who support local disadvantaged communities.

What is your expected outreach education OUTCOMES 250 words

- Increasing effective methods of outreach to Latinx community. We will streamline involvement in our programming for the Latinx community by facilitating conversations with our Spanish speaking liaisons. We will continue the ambassador program to help with spreading the word and enticing friends and family to enroll in EOC programs. We will work with the Gunnison County Public Library to educate about GV-HEAT and EOC programs during English Learners classes.
- Multi-lingual Event through Roundtable Conversations: Organizing 1 multi-lingual Roundtable Conversation where English, and Spanish-speaking past participants relay their experience to curious individuals. We will again work closely with the City of Gunnison Community Outreach Department to coordinate this event during Rural Welcoming Week.

- Enhancing relationships with current partners. Outreach methods will be reinforced with the Gunnison Mentors, Project Hope, Gunnison Country Food Pantry, and Mountain Roots Food Project to include training of each group's staff and volunteers on our services.
- Building new partnerships in the Gunnison Valley to reach new audiences. We will build more collaborations with the regional hospital staff at Gunnison Valley Health (GVH). In 2026 we aim to educate hospital staff so that they can then pass on information about EOC programs to their clients in need either during home visits or during touchpoints at the hospital. We will also expand our partnership with the Public Health Department in Hinsdale County.
- Distributing 500 EOC's "Do You Need Help" Flyers and LEAP, EOC Bill-Pay, CIP, WAP materials through organizations and events.
- Posting Advertisements in Local Newspapers and Radio.

Please provide a narrative to explain your proposed budget. (250 words) *

Responses will be cutoff after the word limit. EOC will not restore any cutoff text.

With the grant funding the Energy Program Manager at GV-HEAT and the Wellness/Enforcement Services Manager at GCDHHS will hire in the beginning of 2026 a 15 hour per week Promotoras for Energy Assistance to implement the above outlined outreach plan. The Promotoras will receive a new laptop and a cellphone to be able to do the work. The Promotoras will be supervised by the GV-HEAT Energy Program Manager and will expend the budgeted materials and supplies throughout the grant cycle while implementing the various outreach plan goals. A social media expert will be contracted to assist with social media outreach if we can't do the work in-house. The contractors who lead the Latinx Ambassador program and who assist with outreach to the Latinx community will receive payments upon submission of invoices. Stipends to collaborating organizations and support funding to GCDHHS case worker teams who assist with outreach will receive support funding to help with staffing costs towards the end of the grant cycle.

Attachments needed: Letters of support, resume of key staff, budget

GCDHHS and GV-HEAT Budget Worksheet for Colorado Energy Navigators: Promotoras for Energy Assistance
12/1/2025

Category	Description	1105	Matching	Organization	Total cost
Personnel – salaries, wages	Energy Program Manager 5 hrs / week 50 weeks @ $60/hr	$ 15,000.00	$ 7,500.00	GV-HEAT	$ 22,500.00
	GCDHHS case worker Support	$ 12,000.00	$ 12,000.00	GCDHHS	$ 24,000.00
	Promotoras 15 hrs / week @ $33/hr wage and fringe	$ 25,740.00			$ 25,740.00
Materials and supplies	Postage for 3200 Letters	$ 2,496.00			$ 2,496.00
	Envelopes for Mailing	$ 400.00			$ 400.00
	Photocopies for Outreach Materials	$ 1,500.00			$ 1,500.00
	"Do You Need Help" EOC Flyers		$ 3,000.00	EOC	$ 3,000.00
	Materials for Events	$ 800.00			$ 800.00
	Food & Beverages for Events	$ 2,200.00			$ 2,200.00
	Newspaper Advertisements in Local Newspapers - in English	$ 3,000.00			$ 3,000.00
Equipment	Laptop for Promotoras	$ 2,500.00			$ 1,200.00
	Cell phone for Promotoras	$ 500.00			
Contractors / subcontractors	Latinx Ambassador Program and Contractor	$ 6,000.00			$ 6,000.00
	Social Media Expert 60 hrs @ $60/hr	$ 3,600.00			$ 3,600.00
					$ -
Other Direct Costs	Travel / Mileage Reimbursements, 500 miles	$ 350.00			$ 350.00
	8 Stipends to go to Collaborators	$ 8,000.00	$ 8,000.00	Collaborators	$ 16,000.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Totals:		$ 84,086.00	$ 30,500.00		$ 114,586.00

GCDHHS and GV-HEAT Outreach Timeline for Colorado Energy Navigators: Promotoras for Energy Assistance
12/1/2025

Activities / Deliverables	Staff Responsible	Due Date
Proposed Implementation Start Date	Energy Program Manager - GV-HEAT Wellness/Enforcement Services Manager - GCDHHS	1/20/2026
Funding will support exploring intersections and opportunities within the Gunnison County Department of Health and Human Services (GCDHHS) to integrate the GV-HEAT expertise. We will collaborate with GCDHHS's Multicultural Resource Team's Spanish Speaking care coordinators to enhance their understanding of the Energy Outreach Colorado (EOC) programs and the ability to enroll community members in the various programs. Additionally, we will work with the Medicaid RAE (Regional Accountable Entity) care coordinators, the clinical team at GCDHHS, Juvenile Services, the Early Childhood Council and the Health Coalition to identify additional avenues to support GV-HEAT/EOC programs.	Energy Program Manager - GV-HEAT Wellness/Enforcement Services Manager - GCDHHS	3/01/26 through 12/31/26
Presenting at 4 Events with Current and Future Partners: Presenting and tabling at 4 events hosted by our current or new partners. We will offer short presentations (~30 minutes to 1 hour) covering Energy Outreach Colorado's programs.	Energy Program Manager - GV-HEAT Promotoras for Energy Assistance	3/01/26 through 12/31/26
Direct mailing to up to 200 EOC and LEAP Bill-Payment Recipients; Mailing	Energy Program Manager - GV-HEAT Promotoras	5/1/2026
Producing client storytelling and testimonials in English and Spanish. We will	Energy Program Manager - GV-HEAT Promotoras	6/1/26 and 10/1/26
Increasing effective methods of outreach to Latinx community. We will streamline involvement in our programming for the Latinx community by facilitating conversations with our Spanish speaking liaisons. We will continue the ambassador program to help with spreading the word and enticing friends and family to enroll in EOC programs. We will work with the Gunnison County Public Library to educate about GV-HEAT and EOC programs during English Learners classes.	Energy Program Manager - GV-HEAT Promotoras for Energy Assistance	3/01/26 through 12/31/26
Multi-lingual Event through Roundtable Conversations: Organizing 1 multi-lingual Roundtable Conversation where English, and Spanish-speaking past participants relay their experience to curious individuals. We will again work closely with the City of Gunnison Community Outreach Department to coordinate this event during Rural Welcoming Week.	Energy Program Manager - GV-HEAT Promotoras for Energy Assistance	9/30/2026
Enhancing relationships with current partners. Outreach methods will be	Energy Program Manager - GV-HEAT Promotoras	3/01/26 through 12/31/26
Building new partnerships in the Gunnison Valley to reach new audiences. We will build more collaborations with the regional hospital staff at Gunnison Valley Health (GVH). In 2026 we aim to educate hospital staff so that they can then pass on information about EOC programs to their clients in need either during home visits or during touchpoints at the hospital. We will also expand our partnership with the Public Health Department in Hinsdale County.	Energy Program Manager - GV-HEAT Promotoras for Energy Assistance	3/01/26 through 12/31/26
Distributing 500 EOC's "Do You Need Help" Flyers and LEAP, EOC Bill-Pay, CIP,	Energy Program Manager - GV-HEAT Promotoras	3/01/26 through 12/31/26
Posting Advertisements in Local Newspapers and Radio	Energy Program Manager - GV-HEAT Promotoras	9/01/26 through 12/31/26
Project Completion Date	Energy Program Manager - GV-HEAT	12/15/2026

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Data Use Agreement; Healthy Kids Colorado Survey &

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Healthy Kids Colorado Survey and Smart Source data agreement with the school district.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

Data Use Agreement

Healthy Kids Colorado Survey & Smart Source

Updated February 2024

Purpose of Data Use Agreement

The Healthy Kids Colorado Survey (HKCS) is a statewide youth survey that assesses the health-related attitudes and behaviors of middle school and high school students in Colorado. Smart Source is an assessment of school health and wellness best practices completed by a team of school staff. Schools and communities frequently use these survey results to support needs assessment and program evaluation work. A third party, such as a community coalition, local government agency, non-profit, etc. (herein referred to as "partner"), may request results from a school or district to use in conducting this type of work.

We encourage schools/districts and their partners to use a Data Use Agreement (DUA) such as this template to stipulate which results are shared and how those results are used by the partner, and to identify the appropriate official to sign the DUA.

Background on Results

A. The analysis of HKCS and Smart Source data is conducted by the Colorado School of Public Health (CSPH) School and Youth Survey Team at the University of Colorado Anschutz Medical Campus (herein referred to as "CSPH Team.")
B. No individual student identifiers are collected; therefore, information on individual students is never reported.
C. To protect student confidentiality in the HKCS, data suppression criteria are used. Criteria typically include when an estimate is 0% or 100%, if the number in the numerator is 3 or fewer, or the number in the denominator is 30 or fewer, unless otherwise agreed.

Conditions of Releasing Results

A. The CSPH Team will not release district- or school-level results outside of the district or school without a signed DUA. Reports will be released only to the recipients identified in the DUA.
B. Only an Authorized District/School Official can sign the DUA. An Authorized District/School Official is a person at the district or school level with the authority to release sensitive results or enter into data sharing agreements with other entities, such as a Superintendent or Principal, Director of Research, Director of Data, or similar title.
C. By signing this DUA, the Authorized District/School Official:
    i. Agrees that upon receipt of the signed DUA, the CSPH Team will share an electronic copy of the specified HKCS and/or Smart Source report(s) with the recipient(s) listed below.
    ii. Understands that the district/school is responsible for establishing agreements with identified recipients concerning the use of results, under the stipulations of this DUA (described in detail on page 2).

Report Names and Descriptions

- **HKCS Frequency Report –** Longest report, contains data for each indicator on the survey. This report is created for each school that participates and for district aggregates, with separate reports for middle school and high school levels (when available). Special requests for other aggregates, for example that combine districts, may also exist in this format.
- **HKCS Snapshot –** Shortest report (5 pages) with select indicators represented in tables and figures next to state and regional comparisons (when available). This report is created for each school that participates and for district aggregates, with separate reports for middle school and high school levels.
- **HKCS Trend Report –** Districts that have participated in HKCS consecutively for three or more survey cycles, starting in 2015 or later, will receive a trend report. This report contains estimates for indicators that are consistent across all included HKCS administrations with a correlating trend (i.e., increasing, decreasing, no change) for each indicator.
- **Paired Indicator Report –** For schools and districts that participate in both HKCS and Smart Source, a short report that pairs indicators for each survey by topic area. Used to help align student-level health data with school-level health practices, for planning and prioritizing wellness efforts.
- **Smart Source Immediate Report –** Returned to participating schools shortly after survey submission. Includes the school's response to each indicator as compared to best practice.
- **Smart Source Final Report –** Spreadsheet format which includes district, regional, and state comparisons (when available). Includes year-to-year comparisons when available. Created for each participating school and district.

Report(s)/Results to be released *(add additional rows as needed)**:***

Describe report(s) or results to be released *Please include school/district name, year(s), and report title (see list of examples on pg. 1)*	**Recipient Name**	**Recipient Email**
HKCS Frequency Report, district and all school sites (GHS, GMS, CBCS), 2025	Gunnison County Juvenile Services	jpowell@gunnisoncounty.org, emirza@gunnisoncounty.org
HKCS Snapshot, district and all school sites (GHS, GMS, CBCS), 2025	Gunnison County Juvenile Services	jpowell@gunnisoncounty.org, emirza@gunnisoncounty.org
HKCS Trent Report, district and all school sites (GHS, GMS, CBCS), 2025	Gunnison County Juvenile Services	jpowell@gunnisoncounty.org, emirza@gunnisoncounty.org
Paired Indicator Report, district and all school sites (GHS, GMS, CBCS), 2025	Gunnison County Juvenile Services	jpowell@gunnisoncounty.org, emirza@gunnisoncounty.org
Smart Source Immediate Report, district and all school sites (GHS, GMS, CBCS), 2025	Gunnison County Juvenile Services	jpowell@gunnisoncounty.org, emirza@gunnisoncounty.org
Smart Source Final Report,district and all school sites (GHS, GMS, CBCS), 2025	Gunnison County Juvenile Services	jpowell@gunnisoncounty.org, emirza@gunnisoncounty.org

Describe how the partner/recipient plans to use the results. *We encourage schools/districts and partners to discuss the limits of sharing and describe in detail how results and reports can be used and clearly document that below.*

Internal (e.g., grant applications, setting benchmarks, informing needs assessment and planning, providing technical assistance to the school) Grant applications, strategic planning, programming, needs assessments, and informing education and programming at the school district.
External (e.g., community presentations, reports to the community) Community presentations and data reports, social norming campaigns, youth/parent/community trainings and education, and GCSAPP Coalition and Juvenile Services work.

Signatures

By signing below, the Authorized District/School Official acknowledges that they have read the Data Use Agreement (DUA) and understands that the DUA gives permission for the CSPH Team to release the reports named above to the listed recipients.

_____	_____
Signature of District/School Official	Signature of Partner Organization Official
Leslie Nichols	
_____	_____
Printed Name	Printed Name
Superintendent	
_____	_____
Printed Title & District/School Name	Printed Title & Organization Name
12/4/2025	
_____	_____
Date	Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Shea, Carr & Jewe

Action Requested: County Manager Signature

Parties to the Agreement: SCG Alliance

Term Begins: **Term Ends:** **Grant Contract #:** $25,000 MetRec Grant for Fairg

Summary:

Design services to plan for the re-location and expansion of Jake's Park at the Fairgrounds

Fiscal Impact: $23,050

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 11/25/2025

County Attorney Review: (•) Required ( ) Not Required

Comments:
With the understanding that vendor has insurance in excess of contractual limits necessary to cover increase next year per C.R.S. § 24-10-114(b), appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the __ day of December 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 Shea, Carr & Jewell (dba SCJ Alliance), whose address is 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516 (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, 2026, 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 Twenty Three Thousand Fifty and No/100 U. S. Dollars ($23,050.00). 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

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. Gunnison County will not be listed as additional insured on Workers Compensation Insurance and Professional Liability Insurance policies. 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.

To the extent allowed by law, 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 to the extent allowed by law) 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; provided that nothing herein shall require a Contractor to indemnify, defend and hold harmless the County, its Commissioners, agents and employees of and from liability, claims, liens, demands, actions and causes of action based solely upon the negligence of, or breach of any obligation under this Agreement by the County, its Commissioners, agents and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor or its employees, subcontractors or agents, and (b) the Gunnison County, its Commissioners, agents and employees, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's employees, subcontractors or agents. 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. 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 exclude 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 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. 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. Any reuse of any work product by the County for another project shall be without liability to the Contractor.

14. WARRANTIES.

Contractor represents to the County as follows:

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

b. 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.

c. 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.

d. 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.

e. 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 majeure 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:	Shea, Carr & Jewell Inc. (dba SCJ Alliance) 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516

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 my 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: _____

Margaret Loperfido, RLA
Office Principal
SCJ Alliance

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

APPENDIX A:

SCJ ALLIANCE
CONSULTING SERVICES

Scope of Professional Services

PROJECT UNDERSTANDING

With the implementation of the Fairground Master Plan, the existing Jake's Corral Playground at the Gunnison County Fairgrounds will be impacted. The current playground is undersized and lacks desirable amenities. The surrounding neighborhood is growing with an increased number of families with children living nearby. This has created a high demand for more park spaces and amenities in this area. This project presents an opportunity to relocate and expand the playground, upgrade its features, and create a more welcoming and engaging play space for the community. The Gunnison County 4H Club currently helps maintain this memorial playground and will be a key stakeholder in addition to neighboring community members, Cattleman's Days, and the County.

PROPOSED SCOPE OF WORK

Phase 01 – Project Foundation – Estimated Fee (T&M): $4,700

During the project foundation phase we will establish our basis for design, identify and review applicable documents, codes, and design guidelines that may impact the design for the new Jake's Corral Playground. We will gather available survey information and coordinate with the County on any additional information required. The project kick-off meeting will provide an opportunity to clarify any questions, discuss the County's vision for the playground, determine the project schedule, and confirm the community outreach strategy.

SCJ will perform the following tasks:

- Project Management
- Kick-off meeting
- Available document & code review
- Site Visit: In person with up to two SCJ staff
- Analysis of site conditions

Phase 01 Deliverables

- Kick-off meeting notes
- Refined project schedule and work plan
- Site analysis map and narrative

Phase 01 Assumptions

- A topographic survey will be provided to SCJ in PDF and AutoCAD format.

- All meetings are virtual unless otherwise noted. If meetings take place in-person rather than virtual, travel time will be billed as additional services on a Time & Materials basis.
- All additional meetings will be billed as additional services on a Time & Materials basis.

Phase 02 – Concept Alternatives – Estimated Fee (T&M): $9000

This phase will kick-off the design process. Based on the information gathered, input received, and our site observations and analysis from Phase 01, we will develop 2-3 conceptual plan alternatives. During the Concept Alternatives phase, we will show the general layout options of site amenities and landscape areas and provide precedent imagery representing the look and feel of the project. The conceptual plan alternatives will be presented to County staff for review. We will refine the alternatives based on input received and our professional opinions in preparation for stakeholder engagement.

SCJ will perform the following tasks:

- Project Management
- Client Check-in meetings (assume 2, virtual)
- Concept Alternatives Package to include:
    - 2-3 alternative concept plans to be color-rendered digitally or by hand
    - Character imagery
    - Up to 2 additional graphics to help depict the design such as sections, elevations, or perspective sketches
- Attendance of up to two SCJ employees at a virtual meeting with the client to review the Initial Conceptual Alternatives Package.
- Attendance of up to two SCJ employees at an in-person Stakeholder Engagement meeting (4H, Cattleman's, Neighbors)

Phase 02 Deliverables

- Draft Concept Alternatives and support graphics
- Meeting Notes and Summary of comments received
- Revised Conceptual Alternatives and support graphics

Phase 02 Assumptions

- All assumptions from the previous phase.
- 3D renderings are not included in this scope of work. We can provide 3D SketchUp rendering at the client's request. 3D rendering work will be billed as additional services on a time & materials basis.

Phase 03 – Preferred Conceptual Plan – Estimated Fee (T&M): $8900

Based on input from our Concept Alternatives Review Meeting, stakeholder engagement, and our professional opinion, SCJ will develop the final Preferred Concept Plan package. Our goal is to provide the County with a realistic and actionable plan. We will provide clear recommendations related to the site design, planting considerations, irrigation approach, and ongoing maintenance and operations

considerations for the long-term success of the playground. Preliminary plant, materials, and play equipment lists will include recommended sources and vendors.

SCJ will perform the following tasks:

- Project Management
- Preferred Conceptual Plan Package based on client feedback, including the following:
    - Concept plan narrative recommendations
    - One final concept plan to be drafted in AutoCAD and color rendered digitally
    - Conceptual level grading and drainage information
    - Character imagery
    - Up to 1 additional graphic to help depict the design, such as a section, elevation, or perspective sketch
    - Preliminary plant list
    - Preliminary site materials and play equipment list
    - Conceptual level cost estimate
- Attendance of up to two SCJ employees at a virtual meeting with the client to review the Preferred Conceptual Plan Package
- One round of refinements based on review input

Phase 03 Deliverables

- Initial Preferred Conceptual Plan Package
- Final Preferred Conceptual Plan Package

Phase 03 Assumptions

- All assumptions from the previous phase.
- This scope and fee assume a smooth design process. If significant design changes are made due to value engineering or a change in client preferences at no fault of the landscape architect, fees for additional services may be requested.

PROFESSIONAL SERVICES NOT INCLUDED IN THIS PROPOSAL

- Geotechnical Engineering
- Architectural Design
- Structural Design Engineering
- Topographic or Boundary Surveying
- Mechanical, Electrical, or Plumbing (MEP) Engineering
- Construction Documents
- Full Bid Specifications

FEE SUMMARY

This proposal is a good faith estimate of the time necessary to complete the work outlined above and to provide the deliverables shown. Fees for each phase are projected as follows:

Phase		**Fee Amount**	**Fee Basis**
Phase 01 – Project Foundation	Estimated	$ 4,700	T&M
Phase 02 – Concept Alternatives	Estimated	$ 9,000	T&M
Phase 03 – Preferred Plan / Preliminary Design	Estimated	$ 8,900	T&M
Phase 98 – Additional Services	TBD		T&M
Phase 99 – Reimbursable Expenses	NTE	$450	T&M
Total Estimated Fee:		**$ 23,050**	

These fees are based on our current knowledge of the project. If the scope and overall objectives of the project change, these fees may need to be adjusted to reflect the modified circumstances. The above scope and fee will expire six months from the date of this letter. If project approval exceeds this timeframe, an updated fee will be provided upon request. Estimated fees for future phases can be refined once the preliminary design is completed. If the County would like to proceed with these services, a contract amendment can be prepared at that time.

Services requested, but not identified in the scope of work, will be considered Additional Services, and will be charged on a time-and-materials basis in accordance with our current billing rate schedule.

Phase 98 – Additional Services (if needed)

We do our best to accurately estimate the tasks and fees required to complete every project; however, some instances can occur that may require additional services. For example, unforeseen issues arise, such as unexpected jurisdictional permits or site conditions, or major design changes based on construction prices or client preference changes. SCJ will notify the client when additional services are required prior to commencing work. Additional services will be billed on a Time & Materials basis in accordance with our current billing rate schedule.

Additional services tasks may include but are not limited to the following:

- Additional meetings not included in the scope
- Meetings being held in-person when noted as virtual in the scope
- Project phasing
- Additional permit submittals not included in the scope
- Additional coordination with other consultants not included in the scope
- Coordination with additional contractors for multiple bids
- Coordination regarding unforeseen issues during construction

Phase 99 – Expenses

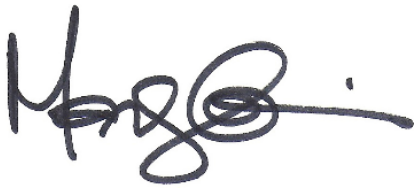
Expenses will be charged on a T&M basis and include items such as mileage, plan reproduction, copies etc. Fees for expenses are not included in the fee estimate below but are not expected to exceed $450. Permitting fees are not included in this amount and shall be the responsibility of the Client.

SCHEDULE SUMMARY

We expect that Phases 01-03 will be completed within four months of notice to proceed. If the project schedule is significantly extended due to jurisdictional or client review time or preference changes, additional services may be required. We are available to develop construction documents for the preferred plan. These may be completed within 3 months of preliminary design completion in preparation for the 2026 construction season.

We appreciate the opportunity to provide these services for the County and look forward to initiating a contract for Landscape Architecture services for the new Jake's Corral Playground at the Gunnison County Fairgrounds.

Thank you,
SCJ Alliance



Margaret Loperfido, PLA
Office Principal | Landscape Architect

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Upper Gunnison River Water Cons

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Letter of Support for Upper Gunnison River Water Conservancy District's Application to Colorado River Water Conservation District's Community Funding Partnership for Integrated Physical and Geochemical Estimation of Agricultural Return Flows in the East River, Upper Gunnison River

Fiscal Impact:

Submitted by: Holly Perry for UGRWCD **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\mbirnie Discharge Date: 12/11/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

December 16, 2025

Colorado River Water Conservation District
Attention: Community Funding Partnership
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81610

RE: CFP Letter of Support - *Integrated Physical and Geochemical Estimation of Agricultural Return Flows in the East River, Upper Gunnison River Basin*

Dear CFP Review Committee,

The Gunnison County Board of County Commissioners are writing to express our enthusiastic support for the Upper Gunnison River Water Conservancy District's proposal entitled, *Integrated Physical and Geochemical Estimation of Agricultural Return Flows in the East River, Upper Gunnison River Basin* (Project).

We have received a copy of the Community Funding Partnership (CFP) application. River recreation and agriculture are primary economic drivers in the Upper Gunnison Valley. This project fills a significant data gap in our headwater region and helps inform water users and water managers of the short- and long-term impacts to streamflow associated with changes in climate, water administration and land use.

This project also aligns with the mission and strategic planning goals of the Colorado River District, as well as the vision expressed to Colorado River District constituents when Gunnison County overwhelmingly voted in support of Ballot Issue 7A. We are confident in the leadership and experience of the Upper Gunnison River Water Conservancy District and the United States Geological Survey and their ability to successfully meet the objectives and goals of this project.

We urge you to give this project your full consideration and support!

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: Memorandum of Understanding between GVH and the County for Senior Transportation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Memorandum of Understanding between GVH and the County for Senior Transportation.

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/1/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, THE BOARD OF TRUSTEES OF GUNNISON VALLEY HOSPITAL, AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING SENIOR TRANSPORTATION

THIS MEMORANDOM OF AGREEMENT ("Agreement") made effective the ___ day of December, 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 the Board of Trustees of Gunnison Valley Hospital, on behalf of the Gunnison Valley Health Senior Care Center ("Senior Care Center") and the Gunnison Valley Transportation Authority, a political subdivision of the State of Colorado (herein "RTA").

RECITALS

Senior Care Center provides professional services regarding transportation of seniors ("Services").

RTA desires to engage the Services provided by Senior Care Center. Gunnison County provides fiscal agent services for the RTA.

Consistent with Gunnison County's strategic goals and because it remains in the public interest, Gunnison County agrees to serve as fiscal agent in relation to the Services under the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the parties agree as follows:

1. SERVICES.

Senior Care Center shall furnish all vehicles, 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 Senior Care Center's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Senior Care Center acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Senior Care Center performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Senior Care Center Senior Care Center fees as more specifically not to exceed Three Hundred Thirty Thousand Dollars and No/100 U. S. Dollars ($330,000.00). Payment shall be made by Gunnison County to Senior Care Center within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

The Compensation shall compensate Senior Care Center for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. For the avoidance of doubt, Gunnison County is not obliged to pay the Compensation, only to serve as fiscal agent under the terms of this Agreement. To the extent necessary and appropriate, the RTA shall reimburse Gunnison County for all payments made under this Agreement within a reasonable time after Gunnison County pays the Senior Care Center for Services.

4. INSURANCE.

Senior Care Center 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, Senior Care Center 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, Senior Care Center will provide insurance certificates to Gunnison County, listing Gunnison County and RTA 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 and RTA. 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, Senior Care Center 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 Senior Care Center during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Seventy Nine Thousand and No/100 U.S. Dollars ($479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred

Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars ($479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars ($479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) 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 Senior Care Center's breach of this Agreement or of any of the County's or the RTA'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 and the RTA must be notified by the Senior Care Center. Senior Care Center shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County or the RTA, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Senior Care Center's insurer(s) shall waive subrogation rights against the County and the RTA 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 Senior Care Center. Senior Care Center 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. Senior Care Center agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County or the RTA.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Senior Care Center to the County or the RTA under this Agreement. The Senior Care Center 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.

5. INDEPENDENT CONTRACTOR.

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

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

6. INDEMNIFICATION.

Senior Care Center irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County and the RTA, their 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 Senior Care Center or its employees, subcontractors or agents in connection with this Agreement. Further, the County and the RTA shall not be liable to Senior Care Center 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 Senior Care Center expressly disclaims any such claims or damages as against the County or the RTA.

In case of any claim that is subject to indemnification under this Agreement, Senior Care Center will provide the County and the RTA reasonably prompt notice of the relevant claim. Senior Care Center 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 Senior

Care Center but approved by the County and the RTA. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County and the RTA will tender the defense and settlement of any action or proceeding covered by this Section to Senior Care Center or upon request. Claims may be settled without the consent of the County or the RTA, unless the settlement includes an admission of wrongdoing, fault or liability by the County or the RTA, whether express or implied.

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

7. DISCRIMINATION.

The Senior Care Center 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. Senior Care Center 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, Senior Care Center 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.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

9. 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 or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. Senior Care Center 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 Senior Care Center represents and warrants that he has been fully authorized by Senior Care Center to execute the Agreement on behalf of Senior Care Center and to validly and legally bind Senior Care Center to all the terms, performances and provisions of the Agreement. The County and the RTA shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Senior Care Center 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 Senior Care Center's obligations to provide insurance and to indemnify the County and the RTA 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.

10. <u>DELEGATION AND ASSIGNMENT.</u>

Senior Care Center shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA 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.

11. 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, Senior Care Center 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.

12. 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 Senior Care Center agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

13. WARRANTIES.

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

14. 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.

15. 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, the RTA or the Senior Care Center receiving benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County or the RTA has any personal or beneficial interest whatsoever in the Services. Senior Care Center has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Senior Care Center shall not employ any person having such known interests. The Senior Care Center shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Senior Care Center 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 Senior Care Center by placing the Senior Care Center's own interests, or the interests of any party with whom the Senior Care Center has a contractual arrangement, in conflict with those of the County or the RTA. 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 Senior Care Center written notice describing the conflict.

17. 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.

18. 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

Scott Truex, Executive Director
Gunnison Valley Rural Transportation Authority
PO Box 1911
Crested Butte, CO 81224

Senior Care Center: Shandy Kibler, Administrator
Gunnison Valley Health Senior Care Center
1500 W. Tomichi
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.

19. 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.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my 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.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County, the RTA and Senior Care Center 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 Senior Care Center'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.

22. RECORDS.

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

23. 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

Gunnison Valley Rural Transportation Authority

By: _____
Board Chair

Board of Trustees of Gunnison Valley Hospital
on behalf of the Gunnison Valley Health Senior Care Center

By: _____
Shandy Kibler, Administrator

APPENDIX "A"

SCOPE OF SERVICES

Senior Care Center shall perform and provide the following services:

- Provide transportation services to senior citizens of Gunnison County, who reside within the identified service area, on a regularly scheduled basis.

- Work with necessary County and RTA staff to ensure all required compliance related to transportation program is met, including:

    - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
    - Maintain required transportation logs.
    - Assist in collection of donated transportation monies.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Senior Care Center in the amount not to exceed $330,000.00 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Senior Care Center.
- Provide personnel to process referrals to the bus service so long as such personnel are available at the County's sole discretion.
- Provide regular and unscheduled maintenance on senior transportation vehicles (in addition to regular reimbursement) so long as parts, equipment, supplies and personnel are available to provide such maintenance at the County's sole discretion.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding between Mt. Express and the County for Senior Transportation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Memorandum of Understanding between Mt. Express and the County for Senior Transportation.

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/1/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, MOUNTAIN EXPRESS, AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING SENIOR TRANSPORTATION

THIS MEMORANDUM OF AGREEMENT ("Agreement") made effective the ___ day of December, 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 the Mountain Express, a Transportation System, and the Gunnison Valley Transportation Authority, a political subdivision of the State of Colorado (herein "RTA").

RECITALS

Mountain Express provides professional services regarding transportation of seniors ("Services").

RTA desires to engage the Services provided by Mountain Express.

Consistent with Gunnison County's strategic goals and because it remains in the public interest, Gunnison County agrees to serve as fiscal agent in relation to the Services under the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the parties agree as follows:

1. SERVICES.

Mountain Express shall furnish all vehicles, 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 Mountain Express's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Mountain Express acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026, unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Mountain Express's performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Mountain Express fees as more specifically not to exceed One Hundred Thirty Thousand Dollars and No/100 U. S. Dollars ($130,000.00). Payment shall be made by Gunnison County to Mountain Express within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

The Compensation shall compensate Mountain Express for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. For the avoidance of doubt, Gunnison County is not obliged to pay the Compensation, only to serve as fiscal agent under the terms of this Agreement. To the extent necessary and appropriate, the RTA shall reimburse Gunnison County for all payments made under this Agreement within a reasonable time after Gunnison County pays the Senior Care Center for Services.

4. INSURANCE.

Mountain Express 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, Mountain Express 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, Mountain Express will provide insurance certificates to Gunnison County, listing Gunnison County and RTA 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 and RTA. 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, Mountain Express 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 Mountain Express during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Seventy Nine Thousand and No/100 U.S. Dollars ($479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars ($479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars ($479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars ($1,350,350.00) 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 Mountain Express's breach of this Agreement or of any of the County's or the RTA'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 and the RTA must be notified by the Mountain Express. Mountain Express shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Mountain Express's insurer(s) shall waive subrogation rights against the County and the RTA by policy endorsement. All subcontractors and subconsultants (including independent Mountain Express, 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 Mountain Express. Mountain Express 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. Mountain Express agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County or the RTA.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Mountain Express to the County under this Agreement. The Mountain Express 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.

5. INDEPENDENT CONTRACTOR.

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

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

6. INDEMNIFICATION.

Mountain Express irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County and the RTA, their 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 Mountain Express or its employees, subcontractors or agents in connection with this Agreement. Further, the County and the RTA shall not be liable to Mountain Express 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 Mountain Express expressly disclaims any such claims or damages as against the County or the RTA.

In case of any claim that is subject to indemnification under this Agreement, Mountain Express will provide the County and the RTA reasonably prompt notice of the relevant claim. Mountain Express 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 Mountain Express but approved by the County and the RTA. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County and the RTA will tender the defense and settlement of any action or proceeding covered by this Section to Mountain Express or upon

request. Claims may be settled without the consent of the County or the RTA, unless the settlement includes an admission of wrongdoing, fault or liability by the County or the RTA, whether express or implied.

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

7. DISCRIMINATION.

The Mountain Express 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. Mountain Express 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, Mountain Express 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.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

9. 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 or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. Mountain Express 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 Mountain Express represents and warrants that he has been fully authorized by Mountain Express to execute the Agreement on behalf of Mountain Express and to validly and legally bind Mountain Express to all the terms, performances and provisions of the Agreement. The County and the RTA shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Mountain Express 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 Mountain Express's obligations to provide insurance and to indemnify the County and the RTA 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.

10. <u>DELEGATION AND ASSIGNMENT.</u>

Mountain Express shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA 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.

11. 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, Mountain Express 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.

12. 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 Mountain Express agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

13. WARRANTIES.

Mountain Express represents and warrants to the County and the RTA 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. Mountain Express 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 Mountain Express'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. Mountain Express has the right to and shall assign to County and the RTA all third-party warranties and indemnities that Mountain Express receives in connection with any of the Services provided to County and the RTA. To the extent that Mountain Express is not permitted to assign any warranties or indemnities to the County, Mountain Express agrees to

specifically identify and enforce those warranties and indemnities on behalf of County and the RTA to the extent Mountain Express is permitted to do so under the terms of the applicable third-party agreements.

14. 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.

15. 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, the RTA or Mountain Express receiving benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County or the RTA has any personal or beneficial interest whatsoever in the Services. Mountain Express has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Mountain Express shall not employ any person having such known interests. The Mountain Express shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Mountain Express 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 Mountain Express by placing the Mountain Express's own interests, or the interests of any party with whom the Mountain Express has a contractual arrangement, in conflict with those of the County or the RTA. 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 Mountain Express written notice describing the conflict.

17. 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.

18. 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

Scott Truex, Executive Director
Gunnison Valley Rural Transportation Authority
PO Box 1911
Crested Butte, CO 81224

Mountain Express: Jeremy Herzog, Transit Manager
PO Box 3482
Crested Butte, CO 81224

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.

19. 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.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my 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.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Mountain Express 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 Mountain Express'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.

22. RECORDS.

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

23. 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

Gunnison Valley Rural Transportation Authority

By: _____
Board Chair

Mountain Express

By: _____
Roman Kolodziej, Board Chair

APPENDIX "A"

SCOPE OF SERVICES

Mountain Express shall perform and provide the following services:

- Provide transportation services to senior citizens of Gunnison County, who reside in Mt. Crested Butte, Crested Butte and surrounding north valley communities, on a regularly scheduled basis as currently being provided.

- Work with necessary RTA and County staff to ensure all required compliance related to transportation program is met, including:
    - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
    - Maintain required transportation logs.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Mountain Express in the amount not to exceed $130,000 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Mountain Express.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification; Letter of Support; Gunnison Valley H

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Ratification; Region 10 Enterprise Zone Recommendation Letter

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/25/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

November 19, 2025

Region 10 Enterprise Zone Review Committee
300 N Cascade Ave, #1
Montrose, Colorado 81401

Dear Members of the Review Committee,

On behalf of the Gunnison County Board of County Commissioners, I am pleased to offer strong support for the **Gunnison Valley Health (GVH) Operations and Service Line Development Project** and to recommend its approval as an Enterprise Zone Contribution Project.

GVH is a community-owned health system and one of the largest employers in Gunnison County, providing a full continuum of care to a geographically isolated rural region. The strength and stability of GVH directly impact our workforce, our employers, and our long-term economic vitality. Access to reliable, local healthcare is essential for attracting and retaining employees, supporting families, and ensuring that businesses can operate and grow.

Enterprise Zone contributions will strengthen GVH's capacity to deliver essential healthcare services, expand access in underserved areas, and improve operational readiness across key clinical programs. This project will enhance primary care, behavioral health, emergency care, oncology, orthopedics and rehabilitation, women's health services, senior care services and the development of new specialty services based on evolving community and employer needs. Together, these improvements will reduce the need for residents to seek care outside the region, lessen the burden on working families, and improve overall workforce stability.

The project's activities directly support the Region 10 economic goals by increasing healthcare access, supporting high-quality local jobs, and ensuring that our community has the services required for sustainable economic development. Strong local healthcare is not only a community asset—it is foundational infrastructure for a resilient and competitive workforce.

I respectfully urge the Committee to approve this critical Enterprise Zone project. GVH's continued service to the Gunnison Valley is essential to the health, wellbeing, and economic strength of our region.

Thank you for your consideration.

Sincerely,

Laura Puckett Daniels
Chair, Gunnison County Board of County Commissioners

Describe the specific activities included in this project. What is being funded with the Enterprise Zone contributions? The first sentence of this narrative must briefly denote how EZ Contributions will be used by the organization. Please provide a brief overview of the organization as well as a bulleted and descriptive list of the organization's activities that will be supported by EZ contributions. (Maximum of 3,000 Characters, 450-500 words)

Contributions to the GVH Operations and Service Line Development Project will support expanded access to essential healthcare services, improved operational capacity, and ongoing development of critical clinical programs that directly impact workforce retention and economic stability in Gunnison County. Gunnison Valley Health (GVH) is a comprehensive, community-owned health system offering a full continuum of care—including emergency medicine, a 24 bed critical access hospital, primary care, behavioral health, surgical services, orthopedics, oncology, senior care, and diagnostic services—to a geographically isolated rural "frontier" region. As one of the largest employer in the Gunnison Valley and a key anchor institution for area businesses, GVH plays a central role in sustaining a healthy, dependable workforce.

Enterprise Zone contributions will fund individual donations and annual giving program contributions to the initiative "Our Valley, Our Health" managed by the Gunnison Valley Health Foundation designed to address local healthcare access challenges that hinder economic development and impede the ability of employers to recruit and retain workers. These funds will strengthen GVH's clinical service lines, maintain essential operations that support the health and stability of the regional workforce, update our aging facilities and help secure medical equipment and technology.

Enterprise Zone Contributions Will Support:

- **Expansion of primary care and family medicine capacity**
  Enhancing clinic operations, provider coverage, and appointment access to ensure that working families and employers can rely on timely, local primary care—reducing delays, travel burden, and care avoidance.
- **Behavioral health service line growth**
  Supporting the addition of psychiatric nurse practitioner services, integrated behavioral health in primary care, therapy staffing, crisis response coordination, and remote-service infrastructure to address the community's documented behavioral health workforce and access gaps.
- **Emergency and trauma services sustainability**
  Ensuring adequate staffing, equipment replacement, and operational readiness for GVH's 24/7 Emergency Department, a critical safety-net service for a region with high tourism, outdoor recreation risk, and significant distance from other hospitals.
- **Orthopedics, physical therapy, and rehabilitation**
  Expanding access to orthopedic care, sports medicine, and rehabilitation services—key

for keeping the local workforce healthy, mobile, and able to return to work quickly after injuries.

- **Oncology and infusion center support**
  Strengthening local cancer care through staffing, equipment, and continuity resources that prevent residents from needing to travel long distances for routine treatment, improving workforce reliability and family stability.
- **Women's health and obstetric care improvements**
  Enhancing women's health services, prenatal and postpartum care coordination, and gynecological specialty access to support working families and attract young professionals to the region.
- **Senior Care Center and Home Health operations**
  Supporting critical and often under-reimbursed care for aging residents, which allows families and local workers to remain in the community rather than relocating for long-term care.
- **Diagnostic and imaging technology upgrades**
  Modernizing lab and radiology equipment, increasing telehealth diagnostic capabilities, and improving scheduling efficiency to reduce delays in diagnosis for residents and employees.
- **Development of new specialty services**
  Evaluating and implementing service expansions—such as cardiology outreach, expanded behavioral health specialties, and additional surgical partnerships—based on employer and workforce needs.

By strengthening these essential service lines, the GVH Operations and Service Line Development Project ensures the community has reliable, accessible healthcare that is fundamental to maintaining a strong, year-round workforce and supporting economic growth in the Gunnison Valley.

State the Project's overall objective as it relates to the selected economic goal (that you choose in the Region 10 Enterprise Zone section on page 1). The project objectives must be achieved within the project timeframe. Please provide a bulleted list of measurable goals for the project term year-by-year, which the organization will report on progress upon the annual recertification requirement each year the project is active. Measurable goals should include baseline date and anticipated growth measurements throughout the term of the EZ Contribution Project. (Maximum of 3,000 Characters, 450-500 words)

Overall Project Objective

The objective of the GVH Operations and Service Line Development Project is to expand access to essential healthcare services in Gunnison County in order to strengthen workforce retention of 600 employees, reduce barriers to medical care for employees and families, and support the Region 10 Enterprise Zone goal of improving community infrastructure and services necessary

for economic stability and workforce development. By increasing clinical capacity, enhancing operational readiness, and sustaining vital service lines, GVH will ensure that local employers and residents have reliable access to high-quality care within the community—reducing out-migration, work absences, and recruitment challenges for area businesses.

Measurable Goals (Year-by-Year)

Baseline Data (2024)

- Primary care appointment availability: average of 14-day wait
- Behavioral health visits delivered: 10,000 annually
- Emergency Department annual visits: 7,500
- Oncology/infusion treatments delivered: 1,050 annually
- Orthopedics/rehab patient volume: 9,200 visits annually
- Women's Health annual patient volume: 3,000
- Local workforce reporting delayed care due to access barriers (local surveys): 32%
- Specialty services requiring out-of-county referral: 30%% of cases

Year 1 Goals (Project Year 1)

- Reduce primary care wait times by 50% (goal: 7 days).
- Increase behavioral health visit capacity by 8% through staffing and integrated care (goal: 10,800).
- Recruit at least 2 new clinical providers (primary care, behavioral health, or specialty).
- Lower workforce-reported care delays from 32% to 28%.
- Decrease out-of-area specialty referrals by 5%.

Year 2 Goals (Project Year 2)

- Reduce primary care wait times by an additional 10%.
- Increase behavioral health visits another 10%
- Increase oncology/infusion treatment capacity by 5%
- Add at least one additional specialty service
- Improve ED throughput efficiency by 5% through operational enhancements.
- Reduce workforce-reported care delays to 25%.
- Reduce out-of-area referrals by an additional 5%.

Year 3 Goals (Project Year 3)

- Reduce primary care wait times to 5 days
- Increase behavioral health visits to 13,000 annually
- Increase orthopedics/rehab capacity by 8%

- Increase Women's Health patient volume by 10%, supporting young families and workforce retention.
- Achieve a 10% increase in diagnostic/imaging efficiency through technology upgrades.
- Reduce workforce-reported care delays to 22%.
- Reduce out-of-area referrals by a cumulative 15%.

Year 4 Goals (Project Year 4)

- Maintain primary care wait times under 5 days consistently.
- Add or expand at least one additional service line based on community need as determined by the Community Health Needs Assessment
- Increase oncology/infusion treatment capacity by another 5%
- Reduce out-of-area referrals to 20% or less
- Reduce workforce-reported care delays below 20%—demonstrating meaningful improvement in access for working families.

Year 5 Goals (Final Project Year)

- Sustain all access improvements (primary care, specialty care, behavioral health, diagnostics).
- Demonstrate a minimum 25% reduction in care delays reported by the local workforce.
- Demonstrate cumulative service-line growth of 20–30%, depending on department.
- Document at least 3–4 newly added or enhanced service lines over the project term.
- Achieve a minimum 20% cumulative reduction in out-of-county referrals.

How will project activities and objectives both directly and indirectly support job creation and retention and/or business expansion in the broader Enterprise Zone? Direct job creation/expansion impact information/date must include employment data of the organization applying. Indirect job creation/expansion economic impact information/data must denote how the organization's activity is supporting EZ area jobs and businesses. (Maximum of 3,000 Characters, 450- 500 words)

The project activities and objectives of the GVH Operations and Service Line Development Project will directly and indirectly support job creation, job retention, and business expansion throughout the broader Enterprise Zone by strengthening access to essential healthcare services—an economic necessity for workforce stability in rural communities. Reliable healthcare is a key determinant of whether businesses can attract and retain employees (reducting dependance on temporary and "travelling" positions), and whether families and professionals choose to remain in the Gunnison Valley long-term.

Gunnison Valley Health is one of the largest employers in Gunnison County, with approximately 600 employees across hospital services, primary care, specialty clinics, the Senior Care Center, and Home Health/Hospice. The EZ-supported project will directly sustain and expand this

workforce through increased operational capacity, service line growth, and improved provider recruitment.

Direct workforce impacts include:

- Creation of new clinical positions such as physicians, advanced practice providers, behavioral health clinicians, nurses, imaging specialists, rehabilitation therapists, and care coordinators.
- Addition of support roles in scheduling, billing, patient navigation, information technology, and telehealth services.
- Retention of existing high-skill positions by ensuring service lines like Dermatology, Women's Health and Pediatrics remain financially viable despite rural reimbursement challenges.
- Stabilization of healthcare staffing in the Emergency Department, Oncology & Infusion, Women's Health, Orthopedics, and Primary Care—departments essential for sustaining the regional workforce.
- Specific recruitment of high school students through the Medical Pathways Program for a healthcare related career resulting in an increase in employment of young local adults working in various departments of GVH.
- Effectively collaborating with the new Western Colorado University Nursing Program to recruit a minimum of 10 new RN's and CNA's seeking local employment in Gunnison County.

Over the five-year project period, GVH anticipates creating 30 new jobs while retaining hundreds more by strengthening core services. These positions represent some of the highest-wage, highest-skill jobs in the region, contributing directly to the local tax base and year-round economic stability.

Beyond GVH's internal workforce, the project will significantly benefit businesses and employees throughout the Enterprise Zone.

1. Improved workforce stability for employers.
When residents can access timely primary care, behavioral health, diagnostic testing, and emergency services locally, they miss fewer workdays, experience fewer delayed diagnoses, and are less likely to leave employment due to untreated health conditions. Reduced travel to distant hospitals (Montrose, Grand Junction, Denver) also prevents lost productivity.

2. Enhanced ability to recruit and retain employees.
Local employers—including schools, hospitality, outdoor recreation, construction, retail, and public safety—cite healthcare access as a major factor influencing hiring. Expanded services at GVH directly support employers' ability to recruit professionals and retain long-term residents.

3. Reduced economic leakage.
By adding specialty services and increasing local clinical capacity, GVH keeps healthcare

spending within the county rather than sending residents hundreds of miles away. This supports local pharmacies, transportation providers, grocery stores, hotels, and other businesses.

4. Aging and senior care services that stabilize the local workforce.
GVH's Senior Care Center and Home Health programs allow families to remain in the region while caring for aging relatives—preventing out-migration of caregivers who play essential roles in the local workforce.

5. A healthy community that supports business expansion.
Businesses are more likely to invest and expand in regions with stable healthcare infrastructure. This project strengthens the long-term economic foundation of the Gunnison Valley and surrounding EZ communities.

Identify any additional resources (Federal, State, Community) supporting this effort. (Maximum of 1000 Characters, 125-175 words)

Our Valley, Our Health Annual giving program: $500,000
Employee donations: $15,000
Individual contributions and business sponsorships: $150,000
Grants (CDPHE, Rocky Mountain Health Foundation, BHA, Caring for Colorado, Colorado Energy Office and the Katz Amsterdam Foundation): $800,000
Fundraising events: $750,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Regarding Assignment of Ground Lease Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County, Sky Vet Inc., and Kirby Ramsey Aviation Group, LLC

Term Begins: 07/01/2005 **Term Ends:** **Grant Contract #:**

Summary:

Sale of hangar and reassignment of the ground lease agreement from Sky Vet Inc. (seller) to Kirby Ramsey Aviation Group, LLC (buyer)

Fiscal Impact:

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/10/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/9/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT is made and entered into as of this ___ day of November, 2025 and is among:

Sky Vet Inc. ("Seller"), and

Kirby Ramsey Aviation Group, LLC ("Buyer"), and

The Board of County Commissioners of Gunnison County, Colorado ("Gunnison County").

WHEREAS, a 20-year initial term Ground Lease Agreement with Gunnison County dated **July 1st, 2005** for ground space and the construction and use of an aviation hangar ("Hangar") as more fully described in the Lease; attached hereto and incorporated herein as Exhibit "A", was re-assigned to the Seller on **6 September 2016**, and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's interests in the Hangar and to re-assign the Lease to Buyer as contemplated in Paragraph 12 of the Lease; and

WHEREAS, Gunnison County desires to approve such assignment of the Lease to Buyer contingent upon the purchase of the Hangar by Buyer; and

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree:

1. Approval By Gunnison County. The Assignment of the Lease from Seller to Buyer is hereby approved by Gunnison County, expressly contingent upon the purchase of the Hangar Lease by Buyer and such purchase is completed by **February 1st 2026** or such approval of assignment of lease shall be null and void.

2. Notices To Buyer. All notices to Buyer pursuant to the Lease shall be addressed to the following individuals at the following addresses:

Kirby Ramsey Aviation Group LLC
19221 N State Highway 135, Almont CO 81210

3. Lease Remains In Full Force And Effect. Unless expressly modified herein, all provisions of the Lease remain in full force and effect.

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

SELLER
Jamie Deyhle

Jamie Deyhle

Name, Title Vice President of Sky Vet, Inc.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 25th day of November, 2025, by. Jamie Deyhle, Vice President of Sky Vet, Inc.
Witness my hand and official seal.
My commission expires:

MICHELLE R MCKAY
6876829
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 14, 2028

Michelle R McKay

Notary Public

BUYER
Aaron Ramsey

managing member

Name, Title

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

STEPHANIE HIGHTOWER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234012999
MY COMMISSION EXPIRES APRIL 5, 2027

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 2 day of December, 2025, by Aaron Ramsey.

Witness my hand and official seal.
My commission expires: April 5 2027

Notary Public

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT is made and entered into as of this 6 day of ~~August~~ September, 2016 is among:

Indian Springs Land Corporation, ("Seller"), and

Over & Out Incorporated, ("Buyer"), and

The Board of County Commissioners of Gunnison County, Colorado ("Gunnison County").

WHEREAS, Seller is the Lessee under a 20-year Ground Lease Agreement with Gunnison County dated July 1st, 2005, identified in Gunnison County, Colorado records as Legal Instrument No. 05-73 ("Lease"), attached hereto and incorporated herein as Exhibit "A" for ground space and the construction and use of an aviation hangar ("Hangar") as more fully described in the Lease; and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's interests in the Hangar and to assign the Lease to Buyer as contemplated in Paragraph 12 of the Lease; and

WHEREAS, Gunnison County desires to approve such assignment of the Lease to Buyer contingent upon the purchase of the Hangar by Buyer; and

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree:

1. Approval By Gunnison County. The Assignment of the Lease from Seller to Buyer is hereby approved by Gunnison County, expressly contingent upon the purchase of the Hangar by Buyer.

2. Notices To Buyer. All notices to Buyer pursuant to the Lease shall be addressed to the following individuals at the following addresses:

C.E. Deyhle, Jr., President
Over & Out, Inc.
P.O. Box 180
Canyon, TX 79015

3. Lease Remains In Full Force And Effect. Unless expressly modified herein, all provisions of the Lease remain in full force and effect.

day and year first above set forth.

SELLER **Indian Springs Land Corp.**

Ray H Jobe

STATE OF TEXAS)
)
COUNTY OF Kendall)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 23 day of August, 2016, by.

Witness my hand and official seal.
My commission expires:

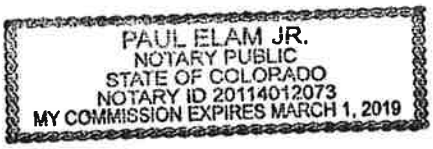
Notary Public

BUYER

Name, Title

STATE OF COLORADO)
)
COUNTY OF Gunnison)

The foregoing Agreement Regarding Assignment Of Ground Lease Agreement was acknowledged before me this 29 day of August, 2016, by Paul S Elam Jr.



Witness my hand and official seal.
My commission expires:

Notary Public

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy Clerk

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into effective July 1, 2005, by and between Gunnison County, Gunnison Colorado, ("Gunnison" or "Lessor"), and Indian Springs Land Corp,("Lessee").

RECITALS

WHEREAS, Lessor owns and operates the Gunnison/Crested Butte Regional Airport ("Airport") in Gunnison County, Colorado; and

WHEREAS, Lessee desires to lease from Lessor certain land located at the Airport;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Lease. Lessor hereby leases (the "Lease") to Lessee, its heirs, successors and assigns, that certain land located at the Airport and identified on Exhibit A attached hereto and integrated herein and more particularly described on Exhibit B attached hereto and incorporated herein (the "Premises"). The Lease shall include all rights normally incident to the use and enjoyment of the Premises for the intended purpose, including the right to enter upon Airport Premises to access the Premises during the normal hours of operation at the Gunnison/Crested Butte Airport. In addition, subject to the provisions hereof, Lessee shall be entitled to use all other existing and future Airport facilities on the same basis as such facilities are made available to private aviation generally. The Premises shall be used and occupied by Lessee exclusively for the construction at the Airport of the Improvements (the "Hanger") described on Exhibit B.

2. Lease Term. The Lease pursuant to this Agreement shall commence upon mutual execution hereof by both Lessor and Lessee ("Commencement Date"). The Lease shall continue for 20 years (the "Lease Term") unless sooner terminated as provided herein. So long as the Lessee is in full compliance with the terms of the Lease, and the Lessor has determined in its reasonable discretion that the Hangar is in good repair, the Lessee may extend the term of this Lease one time for an additional twenty (20) year period ("Twenty-Year Extension") that will commence, if at all, at the termination of the original Lease Term described above. This Lease will terminate automatically at the end of the original Lease Term or at the end of the Twenty-Year Extension if Lessee exercises that option. If Lessee holds over and remains in possession of the Premises with the consent of Lessor after expiration of the Lease Term or the Twenty-Year Extension, such holding over shall not be construed as a renewal of the Lease Term or any further extension of the Lessee's right to possession, but instead shall constitute a month to month Lease ("Month-to-Month Holdover") with rent payable to Lessor at 150% of the Lease rate then in effect, otherwise subject to all of the terms and conditions of this Agreement. The Month-to-Month Holdover is revocable by either party by giving notice of termination at least ten days prior to the end of any month.

3. Ground Rent. Lessee shall pay to Lessor ground rent ("Ground Rent") for use of the Premises. Ground Rent in the amount of $.25 per square foot per annum based on the floor

Lessee's interest in the Premises and shall provide insurance protection from fire and such other casualties as Lessor may determine, which insurance shall be in the amount of the reasonably anticipated replacement costs of the Hangar. The County shall be named as an additional insured under any insurance policy issued to Lessee at Lessee's sole cost, if any. In the event of damage or destruction to the Hangar, the proceeds of such insurance shall be applied to the repairs and/or replacement, and any excess shall be payable to Lessee. In no event shall the County be obligated to repair or replace the Hangar after damage or destruction. In any event, Lessee shall be obligated to repair and replace the Hangar after damage or destruction unless the County agrees otherwise.

(g) Ownership. Lessee shall own the Hangar

(h) Encumbrance. Lessor's interest in the Premises may not be encumbered by Lessee and shall not be subject to any mechanic's, materialmen's or similar liens with respect to Lessee's interest in the Hangar. If any such liens are asserted against Lessor's interest in the Premises, Lessee shall promptly cause the same to be removed or shall provide Lessor with adequate security therefor. Lessee shall not encumber Lessee's interest in the Premises except in accordance with the provisions of this Lease. Any encumbrance of Lessee's interest in the Hangar permitted pursuant to this Lease shall expressly exclude any interest of Lessor in the Hangar.

(i) Taxes. The Lessee shall pay all real and personal property and other taxes that are assessed against the Hangar and/or Premises.

(j) Financing.

(I) Lessee's Right to Finance. Lessee may, at any time or from time to time mortgage the leasehold estate, so long as Lessee is in compliance with all terms, conditions, and provisions of this Lease. Such right of Lessee to mortgage the Hanger leasehold estate shall be a continuing right and shall not be deemed to be exhausted by the exercise thereof on one or more occasions. Any such mortgage shall be expressly subject to the provisions of this Lease, and only with prior written notice to Lessor and only with the consent of the Lessor which Lessor will not reasonably be withheld. No mortgage shall to any extent encumber all or any portion of Lessor's fee simple interest in the Premises.

(II) Mortgagee's General Cure Rights. Lessor, prior to terminating this Lease or exercising any other right or remedy hereunder for a default by Lessee (as defined below), shall give each holder of a deed of trust or mortgage encumbering the Hanger leasehold estate created hereby ("Leasehold Mortgagee") written notice of the pertinent default by Lessee and thirty (30) days thereafter in which to cure the same, or, if the subject default by Lessee is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, then the Leasehold Mortgagee's cure period shall be extended for so long as the Leasehold Mortgagee diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to effect a cure, Leasehold

Mortgagee diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to effect a cure, Leasehold Mortgagee's cure period shall be extended to afford Leasehold Mortgagee time to obtain possession of the Premises. In the event this Lease is terminated in accordance with this Lease or by provision of Law, or in the event Lessor dispossesses Lessee, Lessor shall give each Leasehold Mortgagee written notice thereof within ten (10) days after the termination or dispossession. Lessor and Lessee agree that any mutual termination, cancellation or rescission of this Lease by Lessor and Lessee shall be effective only if the same is given the prior written approval of any Leasehold Mortgagee. Provided, however, Leasehold Mortgagee shall be deemed to have approved of any mutual termination, cancellation, or rescission, if Leasehold Mortgagee has failed to approve or disapprove of said termination, cancellation, or rescission within 30 of the actual receipt of notice of the parties' intent to terminate, cancel, or rescind the Lease.

(III) New Lease. If Lessor terminates this Lease, Lessor agrees to enter into a new lease for the Premises with any Leasehold Mortgagee or its designee, for the remainder of the term of this Lease, effective as of the date of such termination at the same rent, and otherwise upon the same terms, covenants and conditions contained herein, provided that (i) such Leasehold Mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and (ii) such mortgagee will pay or cause to be paid to Lessor within the same period as in (i) above all sums unpaid which at such time would have been payable under this Lease but for such termination, and shall cure all defaults of Lessee under this Lease which remain uncured as of that date to the extent the same can be reasonably cured, all other non-monetary defaults being waived by Lessor, (iii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorney's fees, court costs, and disbursements reasonably incurred by Lessor in connection with any such default any termination as well as in connection with the execution and delivery of such new lease, and (iv) such lease shall be made without any warranty to the Leasehold Mortgagee as to rights Lessee may continue to have or assert as to the Premises. If more than one Leasehold Mortgagee shall desire to enter into such new lease under the circumstances outlined hereinabove, the Leasehold Mortgagees in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) shall have the first opportunity to do so. However, irrespective of any other provisions in this Lease to the contrary, if a Leasehold Mortgagee does not exercise its right to enter into a new lease with Lessor within the time periods and in accordance with the provisions set forth hereinabove, such Leasehold Mortgagee shall not thereafter have any rights whatsoever in this Lease or in the Premises, all interest therein having reverted to Lessor as a result of the termination of this Lease.

(IV) Casualty. In case any leasehold mortgage made by Lessee shall be in force at the time of any damage to or destruction by fire or otherwise of the Hangar, then the Leasehold Mortgagee is hereby authorized, its sole

expense, to repair or restore the Hanger or to replace the hangar under the same terms and conditions of this Lease as would be applicable in the case of a repairing, restoring or replacement by Lessee. The Leasehold Mortgagee so repairing, restoring or replacing any part of said Hangar shall, subject to compliance with all the conditions contained in this section, be subrogated to the rights of Lessee to all the insurance proceeds payable as a result of the damage or destruction, and shall be entitled to have all said insurance proceeds paid out upon architect's certificates in the same manner in every respect as if said Leasehold Mortgagee were Lessee under this Lease.

6. Conditions of Use.

(a) Lessee shall not store gasoline, solvents, explosives, flammable paints, other flammables, or other hazardous materials in the Hangar or on the premises without the prior written approval of the Airport Manager. However it is recognized and understood that fuel contained in the fuel tanks of aircraft and vehicles is permitted. The parties understand that the Airport Manager is authorized by this provision to require safety containers or other safety measures are followed by Lessee as a condition of such approval. Written approval of the Airport Manager shall not be required for the storage of less than a total of five gallons of engine oil or other engine lubricants, hydraulic fluids, and cleaning fluids necessary and incidental to the normal use of private aircraft.

(b) Lessee shall control the conduct and demeanor of its employees, guests, and invitees in and around the Hangar and Premises and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable.

(c) Lessee shall keep the Hangar and Premises clean and free of debris at all times, and Lessee shall not place any trash or debris on the airport grounds except in containers provided for trash by the Lessor.

(d) Lessee shall not use any high wattage electrical equipment, heat lamps, or machinery in or about the Hangar. Any modification to existing wiring or the installation of additional outlets or fixtures must be in compliance with current codes. Any device the use of which requires modification to the capacity of the existing electrical system shall be deemed to be high wattage.

(e) Lessee shall not attach any hoisting or holding mechanism to any part of the Hangar or Premises or pass any mechanism over the struts or braces therein without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting or winching device. Lessee shall be responsible for any and all damage to the Hangar and Premises occasioned by such conduct, whether or not Lessee obtains the permission of the Airport Manager.

(f) Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Premises or Hangar without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure.

(g) Lessee shall not park or leave Aircraft or vehicles on the taxilane or on the pavement adjacent to the Hangar door in a manner that unduly interferes with or obstructs access to adjacent Hangars. Aircraft parked for more than 30 minutes in the taxilane area shall constitute an obstruction.

(h) In utilizing the Hangar and Premises, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules regulations and minimum standards established by any federal, state or local government agency.

7. Termination. Either party shall have the right to terminate the Lease in its entirety if the other party breaches any provision of this Agreement or fails to perform any obligation of hereunder and such breach or failure continues for a period of thirty (30) days after receipt by on party of notice from the other party specifying the breach or failure to perform in question. In the event of a non-monetary default, if it is not possible to cure the breach within thirty (30) days, the breaching party must commence work to cure the breach with thirty (30) days of receiving notice, and must diligently pursue work to cure the breach. Failure to diligently pursue curing the breach shall be grounds for termination.

8. Certain Rights and Obligations on Termination. Upon expiration or earlier termination of this Lease, Lessor shall be deemed the owner of the Hangar and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, except for those which Lessor requires to be removed at the end of the Lease term. Lessee shall remove all such alterations, additions or fixtures at the end of the Lease term unless Lessor conditioned its consent upon Lessee leaving a specified alteration, addition or fixture in or on the Hangar and or Premises, in which case Lessee shall not remove such alteration, addition or fixture. Lessee shall immediately repair any damage to the Hangar and Premises caused by such removal.

9. Inspection. County's authorized representatives shall be allowed access to the Hangar and/or Premises at all reasonable times, for the purpose of examining and inspecting the Hangar and/or Premises. Except in cases of emergency, no inspection shall be made without reasonable prior notice to the Lessee. At all times, Lessee shall provide and Lessor shall have means of access to the interior of the Hangar Lessee's Hangar Complex (i.e. Key, lock combination, etc.).

10. Ingress- Egress. Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the Hangar or Premises, subject to generally applicable rules and regulations governing use of the Airport in effect from time to time.

11. Utilities. Lessee shall have the right at its sole cost to install utility and related facilities at the Airport to provide utility services to the Hangar and shall have the right to access all utilities servicing the Airport at Lessee's expense and with Lessor's permission. Lessee shall give Lessor at least thirty days prior written notice of any proposed construction together with a construction plan showing any areas outside of interior of the Hangar that may be affected by such construction. Airport Manager shall have ten days to approve or deny the construction plan based on the anticipated disruption to the current or reasonably anticipated use of the Airport, which approval shall not be unreasonably denied. If and when a construction plan is agreed upon between the Lessee and the Airport Manager, any such construction shall be conducted in a reasonable manner and in compliance with the construction plan so as to minimize the disruption of normal Airport operations. After construction, Lessee shall restore the construction site to its condition prior to construction. In exercising its rights hereunder, Lessee agrees to avoid areas which are paved or otherwise improved, whenever possible.

12. Assignment, Subletting, Change of Ownership.

(a) Lessee may, upon prior written approval of the County, which approval shall not be unreasonably withheld, assign use of Lessee's rights and obligations arising under this Agreement if Lessee transfers its ownership in the Hangar to a that same party.

(b) Lessee may sublease all of or a portion of the Hangar; provided, however, the Lessee shall be obligated to notify the Airport Manager of any sublease and of the name of the sublessee and the owner, make, model, and tail number of any aircraft stored in the hangar on a monthly or longer basis. Failure to notify the Airport Manager of all subleases, the name(s) of the sublessee(s), the owner(s), make, model, and tail number of any Aircraft stored in the hangar at any time shall constitute an event of default under this Lease. The parking of Aircraft not owned by or leased by Lessee within the Hangar shall constitute a sublease except an Aircraft titled in the name of a corporation or other entity controlled by lessee shall not constitue a sublease. Any transferee, assignee, sublessee, or any person or owner of an Aircraft stored in the Hangar shall be subject to and bound by all the provisions of this Agreement.

(c) The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Premises (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Premises (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Premises (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or in the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Lessee, (v) the reorganization, liquidation or dissolution of the Lessee. The County shall not consider a transfer by devise, descent or by operation of the law upon the death of a joint tenant as a Transfer.

13. Nondiscrimination and FAA Requirements. This Agreement involves the use of or access to space on, over or under real property acquired or improved pursuant to the Airport Development Aid Program and agreements with the Federal Aviation Administration and,

handicap or national origin; (2) that in constructing any improvements or furnishings services at the Premises, no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination on the grounds of race, color or national origin; and (3) that Lessee shall use Premises in compliance with all other requirements imposed by or pursuant to applicable Department of Transportation regulations. The failure to remedy any breaches of any of the above non-discrimination covenants shall constitute cause for Lessor to terminate this Agreement under the provisions of paragraph 7.

14. Non-Waiver. Failure or delay on the part of either party to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar action. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced.

15. Notices. Notices to Lessor provided for herein shall be deemed received when actually received by the following individuals:

Airport Manager
Gunnison/Crested Butte Regional Airport
Gunnison, CO 81230

and

County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Notices to the Lessee will be deemed received (a) if personally received by the individual named below, or (b) three days after being sent by certified mail, postage prepaid, addressed to:

Ray Tolson
Indian Springs Ranch
11454 South US Hwy 87
Fredericksburg, TX 78624

with a copy to:

Ray H. Tolson Family Revocable Trust
c/o Jeff Kanaly
4550 Post Oak Place Drive
Houston, TX 77027

or to such other addresses as the Lessee may designate in writing from time to time.

16. Paragraph Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17. Invalid Provisions. In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

18. Attorneys' Fees. In the event of litigation or other proceedings to enforce or interpret this Agreement, each party shall be required to pay its own fees and costs and expenses, including its own attorneys' fees, and there shall be no award of fees to the putative "prevailing party."

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

20. Estoppel Certificate. At any time and from time to time either party shall execute, acknowledge and deliver to the other a written statement certifying that this Agreement is in effect without modification of the provisions hereof (or if there have been modifications, a statement thereof), and that neither party is in default hereunder (or if any such default exists, a description thereof). Any such certificate shall be delivered within ten days after request is made therefor.

21. Miscellaneous. In this Agreement, the singular shall include the plural; the singular in reference to one gender shall include the other and the neuter, as appropriate. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action concerning this Agreement may be brought in Gunnison County, Colorado.

23. Airport Closure – Mandatory Buyback Schedule. In the event the Lessor permanently terminates the use of the Airport for general aviation purposes with no intent to reopen the Airport for general aviation purposes, the parties agree that the Lessee shall sell and the Lessor shall buy the Hangar from the owner based on the following formula:

The Fair Market Value of the Hanger on the date of receiving the Certificate of Occupancy shall constitute the Purchase Price will be multiplied by a fraction, the numerator of which is the number of years remaining on the Ground Lease (assuming a Twenty-year lease), and the denominator of which is 20.

For example, if the Initial Purchase Price were $200,000, and the County closed the Airport with 10 years remaining on the 20-year lease, the Lessee would be required to

sell and the County would be required to buy the Hangar for $150,000 ($200,000 x 10 ÷ 20 = $100,000).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective seals on the day and year first written above.

LESSOR:

GUNNISON COUNTY,

By: _____
Jim Starr, Chairperson

GUNNISON COUNTY SEAL COLORADO

ATTEST:

_____
Kelly Balch, Deputy Clerk

LESSEE:

By: _____

area of the hanger to be built. Ground Rent for the first year shall be payable in advance and shall be due upon the issuance of a building permit for the Hangar and prorated from the date the building permit is issued to December 31, 2005. Subsequent annual Ground Rent shall be adjusted annually by the Denver/Boulder CPI. Ground Rent shall be due and payable, whether or not Lessee receives a bill. Ground Rent shall be prorated on a daily basis for the portion of the first calendar year that Lessee occupies the Premises and the Lessor shall return any prepaid rent to the Lessee for any portion of a year that the Ground Lease is not in effect. Ground Rent shall be made payable to Gunnison County and shall be delivered to the County's Finance Director at Gunnison County Courthouse, 200 E. Virginia, Gunnison, CO 81230, or such other address as the County may designate in writing from time to time. Ground Rent shall be paid annually, in one lump sum, in advance, on January 1st of the calendar year the Ground Rent is due. Lessor shall attempt to notify Lessee by December 1st of every calendar year of the Ground Rent payable January 1st of the following calendar year. Any portion of the Ground Rent not paid when due shall bear interest from the due date until paid at the rate of 15% per annum. Failure of the County to notify Lessee by December 1st, or by any other date, of the Ground Rent due on January 1st shall not waive the obligation for payment, nor shall such failure delay the due date for payment of the Ground Rent. Failure to timely pay the Ground Rent shall be a default event.

4. Inconvenience During Construction. Lessee recognizes that from time to time during the term of this Lease it may be necessary for the County to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Gunnison/Crested Butte Airport and its facilities may be suitable for volume and character of air traffic and flight activity which will require accommodation and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience Lessee in its operation at the Airport. Lessee agrees that no liability shall attach to the County, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption; provided, however, Lessor agrees to use its best efforts to perform such activities in a manner and at such times that will minimize interference with Lessee's use and enjoyment of the Premises.

5. Certain Obligations of Lessee.

(a) Construction of the Hangar. Lessee agrees to construct no later than June 30, 2006 and at Lessee's sole expense the Hangar described in Exhibit B, and in accordance with the Gunnison/Crested Butte Regional Airport Development Policy and Plan for Aeronautical Land use at the Airport, and in accordance with the specifications described in Exhibit C attached hereto and incorporated herein. Any amendment to the construction specifications on Exhibit C shall require the prior written consent of Lessor which may be with held in "Lessors" reasonable discretion.

(b) Maintenance of Hangar and Premises. From and after the date construction is completed on the Hangar, Lessee shall maintain the Hangar and Premises, including the roof and structural components of the Hangar, at Lessee's sole expense in a neat,

clean and safe condition and in good repair, normal wear and tear excepted. Lessee shall not make structural alterations to the Hangar and/or Premises without making application, and receiving from, to the Airport Manager approval in the County's reasonable discretion for such proposed structural alteration. All alterations shall be at Lessee's sole expense. In the event Lessee fails to commence any repair or maintenance of the Hangar and/or Premises required pursuant to this Agreement within ten (30) days after written notice from Lessor requesting the repair or maintenance in question, Lessor may undertake the specified repair or maintenance for the account of Lessee, and Lessee shall promptly reimburse Lessor's actual costs and expenses incurred in connection therewith. Lessee shall follow all local, state and federal life and fire safety and environmental and other applicable codes and regulations and minimum standards. Lessee shall notify the County of all construction, reconstruction, repair, or any work whatsoever related to the Hangar and/or Premises, the name of the contractors or subcontractors performing such work, and shall defend, indemnify and hold the County Harmless at Lessee's sole expense from any claims whatsoever concerning the Hangar and/or Premises except those caused by Lessor's negligence or willful misconduct..

(c) Use of Premises. The Lessee shall use the Hangar and Premises exclusively for the storage and protection of aircraft, aircraft parts and other activities generally carried on at aircraft hangars by the Gunnison County minimum standards. Lessee may also store personal vehicles or other miscellaneous personal items owned by the Lessee. Not withstanding anything in this Agreement to the contrary, the Lessee shall not carry on any commercial activity whatever with respect to the Hangar or Premises. The Lessee shall not use the Hangar or Premises for any activities in competition with normal fixed base operation activities conducted at the Airport by or under concession with Lessor unless Lessee enters into a separate operating agreement with the Airport and the activity is in compliance with the Airport minimum standards. However this will not prevent the Lessee from leasing hangar space on a short term or long term basis for storage of aircraft. Lessee shall not install, operate or permit to be used at the Hangar or Premises any signs or similar advertising devises with out the express approval of the Airport Manager. Additionally, Lessee shall have a fire extinguisher and any other equipment on the Hangar and Premises at all times in accordance with the appropriate life and fire safety codes.

(d) Laws and Regulations. In using the Premises, the Hangar and the Airport, Lessee shall comply with all applicable laws, regulations and rules of general applicability that may be in effect from time to time, including without limitation rules of federal, state, county and municipal governments and all applicable life, fire and safety codes. Lessee shall also fully and promptly comply with the Rules and Regulations and Minimum Standards of the Gunnison/Crested Butte Regional, existing, amended or future.

(e) Utilities. Lessee shall be responsible for all utility charges, including connection fees incurred after the date hereof for utility service to the Premises. Any future utilities shall be underground, within 60 days pavement or ground disturbed in the process returned to its original condition.

(f) Insurance for Hangar and Premises. Throughout the term of the Lease, Lessee shall maintain property insurance in the amount of $80,000 covering the Hangar and

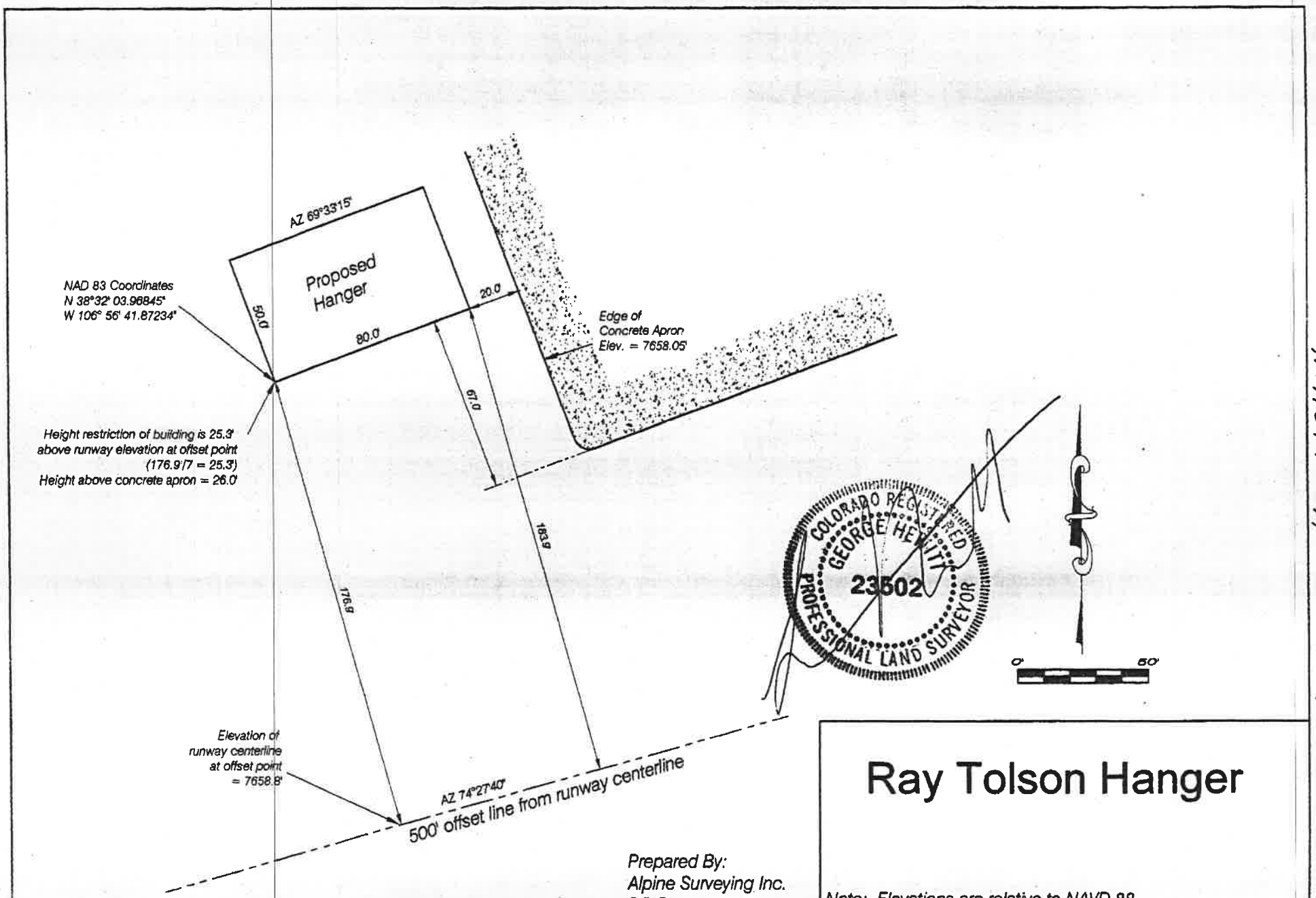


EXHIBIT A

Ray Tolson Hanger

Note: Elevations are relative to NAVD 88

Scale: 1"=50'	Date: 03/25/05	LT:
Drawn: SH	Checked: SH	Job: 05007

Prepared By:
Alpine Surveying Inc.
PO Box 93
Gunnison, CO 81230
ph\fax (970) 641-2937

Exhibit B

Ray Tolson Hangar Legal Description

Township 49 North, Range 1 West, New Mexico Principal Meridian.
Section 2: A Parcel of land for an airport hangar in the SW1/4 described as follows:

Beginning at the northwest corner of said hangar from whence the west quarter corner of said Section 2 bears North 57° 20' 52" West 1648.03 feet, thence the following courses:
Courses 1 through 4 are along the proposed hangar building lines.

1. North 68° 25' 17" East 80.30 feet;
2. South 21° 34' 43" East 50.30 feet;
3. South 68° 25' 17" West 80.30 feet;
4. North 21° 34' 43" West 50.30 feet to the point of beginning of the herein described hangar location.

County of Gunnison,
State of Colorado.

Gunnison County
COLORADO

200 E. Virginia Ave.
Gunnison, CO 81230
Phone: 970-641-2203, Fax: 970-641-7643

INVOICE

Invoice Number:		**725**
Invoice Date:		**3/1/2019**
Period:	**Year**	**2019**
Due:		**3/31/2019**

BILL TO: **Over & Out, Inc.**
C.E. Deyhle, Jr., President
P.O. Box 180
Canyon **TX 79015-**

#1681
3/4/2019

Description	Amount
2019 Hangar Rent	$1,480.00
TOTAL DUE:	**$1,480.00**

Please see the attached documents showing Over + Out, Inc changed the name to Sky Vet, Inc.

DEPOSITED
Ar 3/8/19

Please Make Checks Payable To:

Gunnison County Finance

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

Packing Slip

December 19, 2017

Over & Out
19 Lindsey Lane
Canyon, TX 79015

Batch Number: **78209219**
Batch Date: **12-14-2017**
Client ID: **635999243**
Return Method: **Mail**

Document Number	Document Detail	Number / Name	Page Count	Fee
782092190002	**Certificate of Amendment**	**Sky Vet, Inc.**	**0**	**$150.00**
782092190003	**Convenience Fee**			**$4.05**
			Total Fees:	**$154.05**

Payment Type	Payment Status	Payment Reference	Amount
Credit Card	**Accepted**	**************6620**	**$154.05**
		Total:	**$154.05**

Total Amount Charged to Client Account: **$0.00**
(Applies to documents or orders where Client Account is the payment method)

Note to Customers Paying by Client Account: This is not a bill. Payments to your client account should be based on the monthly statement and not this packing slip. Amounts credited to your client account may be refunded upon request. Refunds (if applicable) will be processed within 10 business days.

User ID: AHURTADO

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

December 19, 2017

Over & Out
19 Lindsey Lane
Canyon, TX 79015 USA

RE: Sky Vet, Inc.
File Number: 138486800

It has been our pleasure to file the Certificate of Amendment for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Sky Vet, Inc.
138486800

[formerly: OVER & OUT, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 12/14/2017

Effective: 12/14/2017

Rolando B. Pablos
Secretary of State

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

DEC 14 2017

Corporations Section

Entity Information

The name of the filing entity is:

Over & Out, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- ☑ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Cooperative Association
- ☐ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 01384868-00

The date of formation of the entity is: 01/16/1996

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Sky Vet, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☑ B. The registered agent is an individual resident of the state whose name is:

Charles	E	Deyhle	Jr
First Name	*M.I.*	*Last Name*	*Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

19 Lindsey Lane	Canyon	TX	79015
Street Address (No P.O. Box)	*City*	*State*	*Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/13/2017

By: President

CEJ

Signature of authorized person

C. E. Deyhle, Jr.

Printed or typed name of authorized person (see instructions)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; State Tobacco Education and Pre

Action Requested: Board of County Commissioners' Signature

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

Term Begins: July 1, 2026 **Term Ends:** **Grant Contract #:**

Summary:

HHS would like to apply for continuation funding from the State Tobacco Education and Prevention Program on behalf of the West Central Public Health Partnership.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/8/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

STEPP FY27-29 Regional Grant Application

$644,000 for Year 1 (FY27)

Email*

estoerkel@gunnisoncounty.org

Agency name*

Gunnison County

Agency legal name*

Gunnison County

Agency address*

220 N Spruce Street

City, State, ZIP*

Gunnison, Colorado, 81230

Agency telephone*

970-641-7695

Agency fax*

Agency email*
estoerkel@gunnisoncounty.org

Name of primary point of contact for the application*
Erika Stoerkel
Email of the primary point of contact for the application*
estoerkel@gunnisoncounty.org
Administrative contact name*
Erika Stoerkel
Administrative contact telephone*
970-641-7695
Administrative contact email*
estoerkel@gunnisoncounty.org
Financial/Contract contact name*
Jody Wise

Financial/Contract contact telephone*
970-641-7679
Financial/Contract contact email*
jwise@gunnisoncounty.org
Signature authority contact name*
Laura Puckett-Daniels
Signature authority contact telephone*
970-641-4671
Signature authority contact email*
LDaniels@gunnisoncounty.org
Name(s) of contributors to the application*
Erika Stoerkel
Margaret Wacker
Joni Adelman
Kristin Kelley
Jacque Davis
Mirza Ahmed
Joni Reynolds
Shonna Gray
Reiley Jones
Grace Franklin
Shirley Tatto

Does your agency currently receive STEPP funding?*
Yes
No
Does your agency intend to work on commercial tobacco control?*
Yes
No
Does your agency intend to apply as part of a cross-jurisdictional/multi-agency collaborative (multiple agencies working together under the same contract)?*
Yes
No

Cross-jurisdictional/multi-agency collaborative

Please indicate the intended lead agency on this contract.*
Gunnison County

Please list all the counties that will be represented as part of this cross-jurisdictional collaborative below.*
Gunnison, Hinsdale, Mineral, Ouray, San Miguel, Delta, and Montrose

Letters of collaboration (only applicable to agencies participating in a regional collaboration)

Applicants participating in a regional collaboration are required to submit letters of collaboration from other LPHAs.

Please provide a list of the names of the agency(ies) for which you are submitting Letter(s) of Collaboration.

Ouray County Public Health
San Miguel County Public Health
Delta County Public Health
Montrose County Public Health
Silver Thread Public Health District

Your current agency and program infrastructure and capacity to implement a commercial tobacco control program (300 words or less).*

The team is building on their expertise, capacity, and partnerships through regional strategic planning meetings, learning community calls, and STEPP technical advisement. The regional team has aligned the counties, utilizing the WCPHP Public Health Improvement and the STEPP Implementation Plan to align our efforts and create a strong support system. The region's existing structure & systems, partnerships, and current and planned activities support our work ahead for the FY27-29 grant cycle.

Partnerships

San Miguel County Public Health partners with the Communities that Care program to focus on youth-led tobacco prevention work in the schools and determine the best methods for messaging and education support. Ouray County Public Health has created partnerships with the schools, local government, and providers. Gunnison Health & Human Services has collaborated with primary care providers to create a data review process, will provide 5A's training, and will determine how best to incorporate cessation readiness assessment within those patient visits. Montrose County has built a relationship with the Montrose Regional Health Nodule Clinic to provide cessation information and resources to patients.

Current & Planned Program Activities

All counties will incorporate chronic disease prevention into their tobacco prevention approach. Silver Thread Public Health District is integrating the upcoming chronic disease work with the tobacco cessation work via a community health worker program to expand cessation access, increase education, and improve community engagement. Ouray County Public Health is implementing vape disposal, education sessions, and diligently working with decision-makers on the best approach for the tobacco retail licensing process. Ouray County Public Health has recently implemented the UpRise and Baby & Me Tobacco Free programs. Montrose County is focused on providing cessation resources and the 5As training to assess readiness for tobacco cessation.

Describe the scope of community support and identified or anticipated challenges for your program and agency as the lead organization in the implementation of the strategies above. (Describe in 300 words or less.)*

Ongoing youth and adult educational efforts have progressed and evolved, but due to staff turnover, changes in leadership, priorities, and new products, we operate in an ever-changing terrain of tobacco prevention.

The region is focused on increasing access to cessation support and education for providers and community members. A few counties are interested in increasing education and capacity for tobacco control policies (e.g., Tobacco Retail Licensing). Key challenges include limited access and affordability and access to nicotine replacement therapy. The region will utilize Quit Kits as cessation supports and to track where there is a need. Improving access to and affordability of nicotine replacement therapy (NRT) is essential, along with streamlining the process for public health to establish distribution sites as "pharmacies". Five of the seven counties have recently signed up to be designated sites for the Baby & Me Tobacco Free program. Within youth prevention efforts, our teams have created relationships and programs with schools, juvenile services departments and have created innovative ways to reach youth via youth coalitions, youth-led podcasts, and pro-social activities to promote healthy choices.

Describe your agency's capacity to assess your community needs to implement the Community Tobacco/Nicotine Initiatives Framework for Local Public Health Agencies, including tools and strategies your agency has used to assess community needs (300 words or less).*

The region is focused on tackling tobacco and nicotine issues in our community through a comprehensive approach using data from state, regional, and local levels. Key tools include the Healthy Kids Colorado Survey (HKCS), TABS survey for collecting data from adults, CHAS, BFRSS, and other secondary data sources. In our recent WCPHP Community Health Assessment and Behavioral Health Landscape Analysis, we created surveys and conducted qualitative interviews to understand specific needs from our partners and community members. WCPHP used the Community Health Assessment data to guide the prioritization process and strategy selection.

In order to staff this program accurately, STEPP requires that agencies have at least a 0.75 dedicated FTE in place by the end of the first grant year. Describe the agency's plan to hire, onboard, and retain qualified commercial tobacco control staff representative of the community's racial and cultural diversity, that meets this requirement.*

The West Central Public Health Partnership counties will meet or exceed the FTE requirement per our funding tier by retaining and expanding capacity where needed. Most of our counties will continue operating with their current teams, while one county is looking to rehire for a recently vacated position. San Miguel County Public Health is supported by the Program Coordinator, Public Health Nurse, Director, and Outreach Specialist. Silver Thread Public Health will maintain three main staff members doing the day-to-day work, with supporting staff focusing on logistics and administrative responsibilities to support tobacco prevention work. Ouray County Public Health will continue to utilize its Public Health Nurse, Director, and Administrative Assistant. Delta County Public Health's tobacco prevention work is supported by the STEPP coordinator. Gunnison County Health & Human Services and Juvenile Services is supported by the Clinical Services Manager, Public Health Nurse, Prevention Coordinator, and Outreach

Specialist. Our regional team encompasses the Regional Health Services Supervisor, Community Health Manager, the Capacity Coordinator, and the WCPHP Intern. Regionally, our strategies are supported by staff who culturally reflect the communities and are passionate about the wellbeing and health of our Western Slope residents.

Please download the Signature Authority Form (attached in Laserfische)

Signature Authority Form

By signing this form, the assigned or appointed Signature Authority confirms that they have reviewed and approved the submission of all required materials for the FY27-FY29 Colorado State Tobacco Education and Prevention Partnership Program (STEPP), STEPP FY27-29 LPHA Interest Form.

Organization/agency name: Gunnison County

**Signature of authorized agency representative: _____

**If not an apparent authority, the applicant will need to provide a Signature Authority letter.

Date: 12/4/2025

Applicants must submit this form via PDF attachment to the **STEPP FY27-29 LPHA Interest Form no later than 5:00 PM MST on December 19, 2025.**

COLORADO
Department of Public Health & Environment

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement for Winter Road Mainte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Mt. Crested Butte

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is an IGA for the County to continue to provide plowing services for Mt. Crested Butte roads and have the County be reimbursed for this work.

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 11/25/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/16/2025

Revised April 2015

INTERGOVERNMENTAL AGREEMENT FOR WINTER ROAD MAINTENANCE

This Intergovernmental Agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado ("COUNTY") and the TOWN OF MT. CRESTED BUTTE, a Colorado home-rule municipality ("TOWN") (collectively, "Parties").

RECITALS:

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a) and C.R.S. 29-1-201, *et seq.*, any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts arc authorized by each party thereto with the approval of its legislative body; and

WHEREAS, the COUNTY has certain manpower, material, and equipment for winter road maintenance, including the removal of snow from roads; and

WHEREAS, the TOWN has limited manpower, material, or equipment, and desires to contract with the COUNTY for the maintenance of the TOWN'S road; and

WHEREAS, the Parties have, since 1989, entered into Winter Road Maintenance Agreements whereby the COUNTY agreed to perform the necessary winter road maintenance and snow removal for the TOWN'S roads; and

WHEREAS, the TOWN and COUNTY deem this Agreement to be in the best interests of each of their inhabitants.

NOW, THEREFORE, for and in consideration of the above recitals and of the mutual promises and covenants herein contained, the Parties hereto do mutually agree as follows;

SECTION I
TERM; TERMINATION

The term of this AGREEMENT shall commence on _____, 2025, and shall terminate on May 31, 2030 ("Initial Term"). This Agreement may be extended for an additional term of one (1) year, and may be renewed annually thereafter, if the Parties so agree in writing at least thirty (30) days prior to the expiration of the Initial Term.

Notwithstanding the foregoing, either party may terminate this Agreement by providing written notice to the other party at least ninety (90) days prior the effective date of termination, except that such termination date may not fall during a Winter Season, as that term is defined in this Agreement. Such termination notice shall constitute a Key Notice as that term is defined in

this Agreement.

SECTION II
COUNTY MAINTENANCE OF TOWN'S ROADS

1. Scope of Maintenance. Subject to the limitations and pursuant to the terms hereof, the COUNTY agrees to perform winter road maintenance for and to all streets, bridges and roads identified in accordance with Section (II)(5) of this Agreement. Such maintenance shall include the plowing of snow from all such streets and roads Sanding, and such other winter maintenance tasks, as soon as reasonably practicable following each Substantial Snowfall or the development of Public Hazards due to winter weather, that the COUNTY deems reasonably necessary in consultation with TOWN's maintenance department. For purposes of this Section, "as soon as reasonably practicable" means within twenty-four (24) hours from the occurrence of a Substantial Snowfall, or the development of a Public Hazard, whichever is sooner, unless otherwise agreed upon by the Parties upon COUNTY consultation with TOWN's maintenance department in consideration of external factors including but not limited to snowfall timing, intensity, and temperature of a storm cycle. Additionally, the COUNTY shall Sand the Gothic Road as needed due to icy or snowy conditions as determined by COUNTY in consultation with TOWN's maintenance department. Additionally, the COUNTY shall plow and push back on days without Substantial Snowfall as needed due to snow bank and snow storage accumulation through the Winter Season as determined by COUNTY in consultation with TOWN's maintenance department.

2. Substantial Snowfall. For purposes of this Agreement, "Substantial Snowfall" shall mean accumulation of at least four (4) inches of natural snow on the Subject Roads, as measured by the Crested Butte Mountain Resort POW Cam[1], or by reference to the nearest official National Weather Service or Natural Resources Conservation Service ("NRCS") snow telemetry ("SNOTEL") reporting station. Accumulations of blowing, drifting, previously plowed or compacted snow may also be included in the determination of Substantial Snowfall if such conditions materially impact access or safety on the Subject Roads, as determined by COUNTY in its discretion after consultation with TOWN's maintenance department.

3. Public Hazards. For Purposes of this Agreement, "Public Hazards" shall mean unexpected or excessive hazards on the road that develop due to winter weather, as determined by COUNTY in its discretion after consultation with TOWN's maintenance department. This could mean excessively diminished traction, excessively diminished visibility, time extended wind events causing excessive drifting of snow across driving lanes, or other hazards that are beyond those a reasonably trained, prepared, and cautious driver would expect to encounter driving in a Colorado winter.

4. Sanding. The term "Sanding" or "Sand" as used in this Agreement shall mean the

[1] Which may be accessed at the following web address: https://www.skicb.com/the-mountain/mountain-conditions/mountain-cams.aspx. The Parties hereby acknowledge that this web address is subject to change, and that the incorporation of this footnote is strictly for illustrative purposes to designate the measurement to be used.

application of an abrasive material approved by both TOWN and COUNTY. Such approval shall include, but not be limited to the type and composition of material, cost of material, vendor of material, cost of transportation, stacking and storage of material. Such approval shall not be unreasonably withheld by either party.

5. Identification of Roads Subject to COUNTY Maintenance. For purposes of this Agreement, "Winter Season" shall mean October 1 to May 31 of each calendar year during which this Agreement remains effective. Should climatic or other conditions otherwise dictate, COUNTY and TOWN agree to consult in good faith regarding any necessary and reasonable modification of the Winter Season to which the Parties can agree.

a. For the 2025-2026 Winter Season, the roads, streets and bridges for which the COUNTY shall perform winter maintenance pursuant to Section II(1) of this Agreement, Scope of Maintenance ("Subject Roads") are those set forth in Exhibit A to this Agreement, which is incorporated by reference as if fully set forth herein.

b. For all Winter Seasons after May 1, 2026, TOWN and COUNTY shall meet and mutually designate in writing any changes to the Subject Roads as they are set forth in Exhibit A. Such meeting shall occur no later than September 1 of each calendar year prior to the start of any Winter Season implicated by this Agreement. Should the Parties fail to meet or fail to reach agreement, the Subject Roads shall only be those set forth in either a) Exhibit A; or b) any previous modification to the Subject Roads set forth in Exhibit A to which the Parties agreed in a prior Winter Season, as determined by COUNTY in its sole discretion.

6. Force Majeure. COUNTY shall not be liable to TOWN for any failure to perform its winter maintenance obligations under this Agreement where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, snowfall substantially in excess of Substantial Snowfall which requires the diversion of labor and equipment to maintain COUNTY emergency services, a change in Federal or State law related to COUNTY's authority or ability to perform under this Agreement, a regulatory, financing, funding or policy decision by COUNTY or any government outside of its control, or other severely disruptive natural occurrences; embargo; strike; civil unrest; war; local or national emergency; court order; failure to secure services, materials or labor not due to COUNTY's acts or omissions; or any other circumstances beyond COUNTY's reasonable control ("Force Majeure Event").

a. Should a Force Majeure Event occur, TOWN may either 1) perform the COUNTY's winter maintenance obligations itself at no cost to COUNTY during such Force Majeure Event, or 2) terminate this Agreement so long as it first provides the COUNTY written notice of its intent to terminate and permit COUNTY to cure within thirty (30) days of receipt of such notice.

7. COUNTY shall not use any type of tracked equipment on any paved Subject Road or any other paved street in TOWN municipal limits.

8. Except in the case of a Force Majeure Event or in the absence of Significant

Snowfall, COUNTY shall endeavor to perform its winter maintenance obligations pursuant to a regular schedule that shall be annually coordinated with the TOWN's maintenance department in writing.

SECTION III
PAYMENT

The TOWN agrees to compensate the COUNTY for all expenses incurred by the COUNTY to perform COUNTY'S obligations under Section II of this Agreement ("Payment") as follows:

TOWN payment to COUNTY shall be made upon invoices received from COUNTY at rates to be established by COUNTY which may, from time to time, be unilaterally adjusted by COUNTY. Such payment shall cover, but not be limited to, equipment costs, materials, depreciation, fuel, wages (including overtime), insurance, and a reasonable amount for overhead and costs of administration. Upon the request of the TOWN, COUNTY shall provide schedules of current labor and equipment hourly charges. COUNTY will notify TOWN within thirty (30) days of any approved increase in equipment rates.

SECTION IV
NO LIABILITY FOR UNINTENTIONAL DAMAGE.

It is recognized and accepted that weather and traffic conditions make precise machine operations impossible. The TOWN shall, therefore, to the maximum extent permitted by law, release and hold COUNTY harmless for any damage to persons or property, including but not limited to actual, consequential or exemplary damages.

SECTION V
GOVERNMENTAL IMMUNITY; INDEMNIFICATION

Nothing in this Agreement is, or shall be construed to be, a waiver by the COUNTY or the TOWN of governmental immunity. It is expressly agreed that, to the maximum extent permitted by law, if at all, the TOWN shall defend, by an attorney of the COUNTY's choice, indemnify, and hold harmless the COUNTY, its officials and employees from all claims, causes of action on litigation that may arise, directly or indirectly, from the COUNTY's obligations or work under this Agreement.

SECTION VI
NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

SECTION VII
GOVERNING LAW

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

SECTION VIII
TOWN OBLIGATIONS

The TOWN shall adopt and enforce such ordinances, rules, and regulations as may be necessary to prevent unnecessary obstruction or hindrance by third parties of snow removal activities by COUNTY during a Winter Season. Such ordinances, rules, and regulations shall govern traffic, parking, and construction or installation of structures or devices within that area next to streets and roads necessary for snow storage and snow removal.

SECTION IX
INFORMATIONAL OBLIGATIONS.

Both COUNTY and TOWN shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties.

SECTION X
NOTICES

For purposes of this Agreement, the term "Key Notices" shall mean any notification by one party to the other regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

COUNTY:

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

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

TOWN:
Town Manager
Town of Mt Crested Butte
PO Box 5800
Mt. Crested Butte, CO 81225

SECTION XI
INDEPENDENT ENTITIES.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement does not constitute a joint venture between the Parties, nor establish any agency or employment relationship between the Parties.

SECTION XII
ASSIGNMENT.

This Agreement shall not be assigned by either party without the prior written consent of the other party. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement.

SECTION XIII
INTEGRATION AND AMENDMENT.

This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

SECTION XIV
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.

SECTION XV
CAPTIONS AND REFERENCES.

The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement 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.

SECTION XVI
STATUTES, REGULATIONS, AND OTHER AUTHORITY.

Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

SECTION XVII
CONFLICT OF INTEREST.

No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

SECTION XVIII
INUREMENT.

The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

SECTION XIX
SURVIVAL.

Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform

or comply with such term or condition.

SECTION XX
WAIVER OF RIGHTS AND REMEDIES.

This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

SECTION XXI
NO THIRD-PARTY BENEFICIARIES.

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

SECTION XXII
RECORDS RETENTION.

The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

SECTION XXIII
EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES AND RECORDS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

SECTION XXIV
AUTHORITY TO EXECUTE.

Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hand and seals on the day above set forth.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chair

ATTEST:

_____
Deputy Clerk

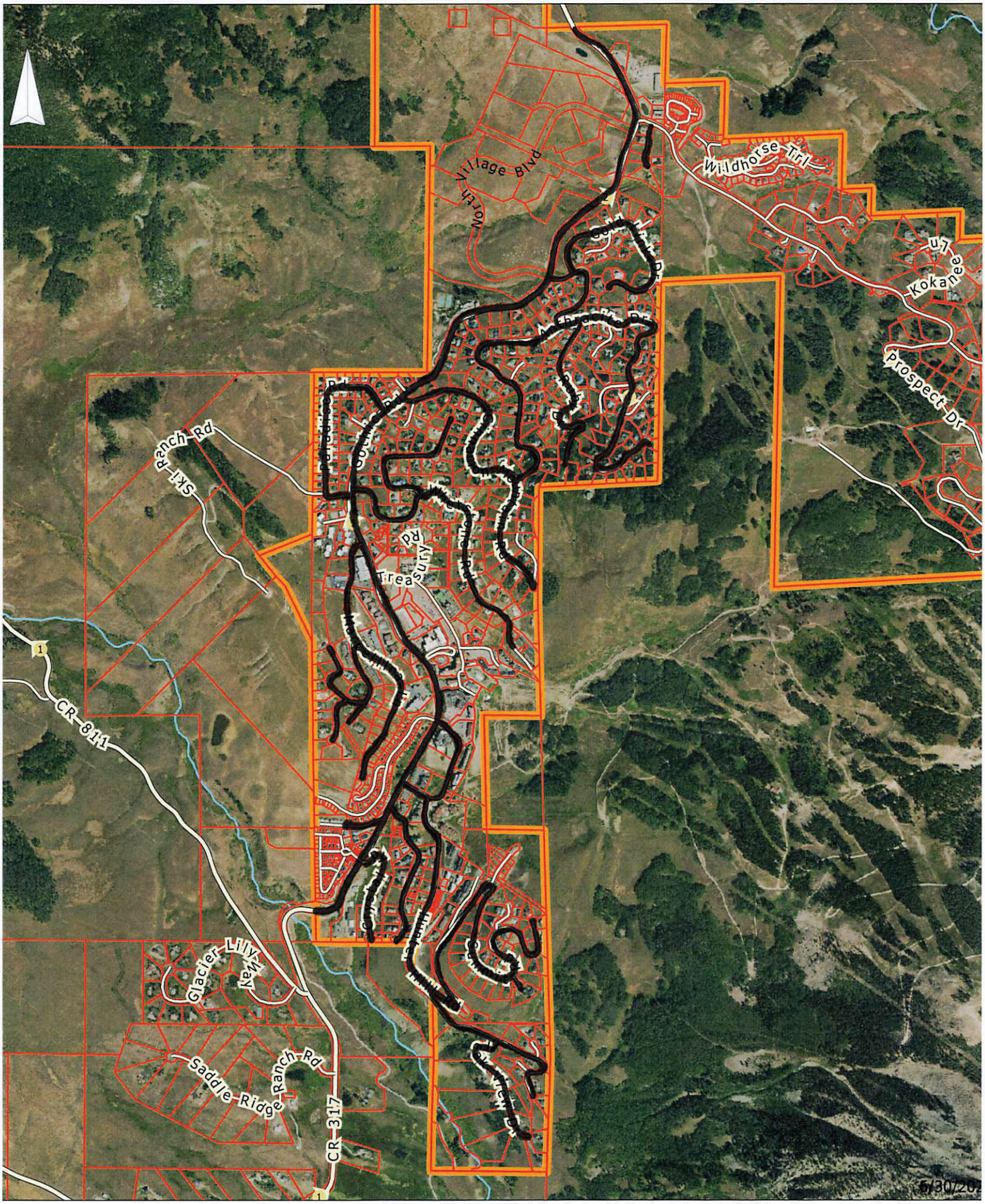
TOWN OF MT. CRESTED BUTTE

By: _____
Mayor

ATTEST:

_____
Town Clerk

Exhibit A



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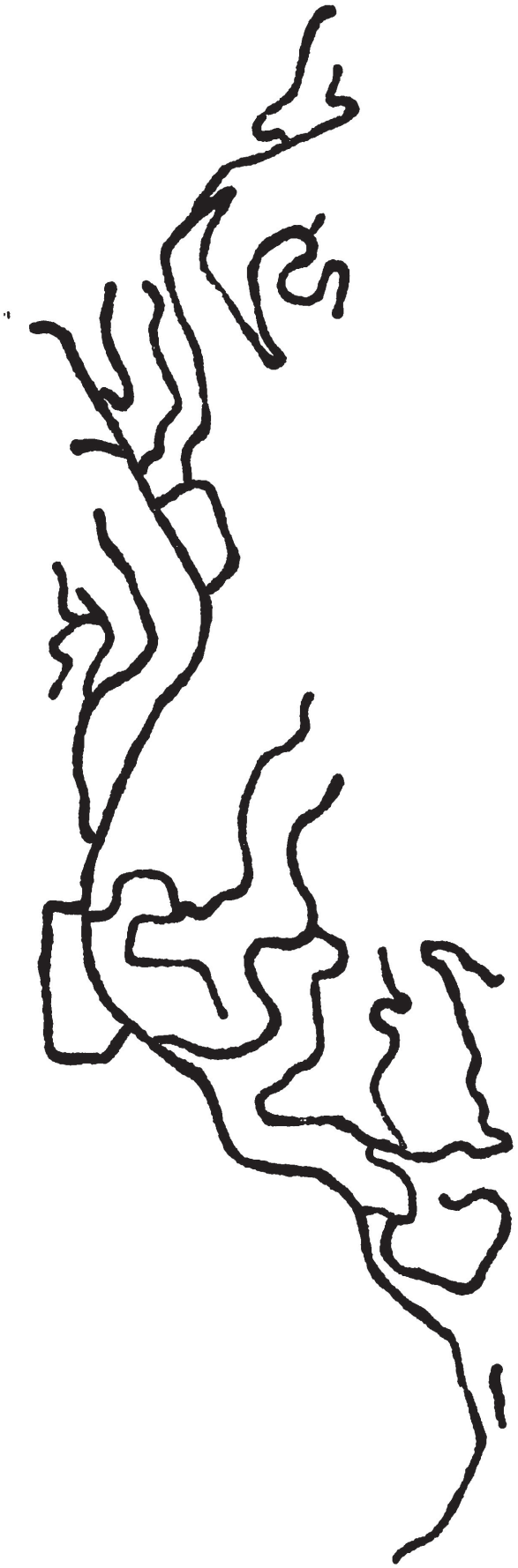
The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Requests for Waiver of Gunnison Co

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The attached request is for two waivers of the Road and Bridge Standards for a parcel located at 180 Upper Allen Rd. The Board is being asked to approve or deny the waivers.

Fiscal Impact:

Submitted by: Martin Schmidt **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Per Standard 1.9G, BOCC must first determine whether petition for waiver complete, and then conduct full public hearing. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/10/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY
Public Works

Martin Schmidt, Assistant *County Manager for Public Works*
Phone: (970) 641-0044
mschmidt@gunnisoncounty.org

12/16/2025

ACCESS PERMIT APPLICATION AND LUC-25-00011

Hunter Family Real Estate and Rewk Patten have applied for a Driveway to Vacant Land Permit and an Access Permit to vacant land for parcel number 325727300027, which is addressed as 180 Upper Allen Road. Community Development and Public Works have been working together to develop permits on this project. Community Development has a complete application. The new access application requires a Waiver of Standards for more than one access per lot and a Waiver of Standards for the angle of approach for the new access. The new access would include the installation of a bridge across Cement Creek to connect Lower Allen Road with the applicants' 15.45-acre parcel of land.

Based on the applicant's desire to move forward with an application that does not meet Standards, Public Works has asked for Waiver of Standards requests. Public Works has worked with the applicant to address safety and operational concerns related to snow plowing and snow storage for the location of the additional access and bridge. The applicant has submitted a Revocable Right-of-Way permit application for the installation of the bridge.

The application was initially submitted 10/08/2024, so any reference to the Road and Bridge Standards is to the June 9, 2020, version. The Standards allow the Director of Public Works to grant a Waiver of Standards for a driveway or for an insignificant extension of an existing road, but it also allows the Director to refer these waivers to the Board. In this case the Public Works Director has elected to refer these waivers to the Board because the access permit would allow a private bridge in a public Right-of-Way, may not meet the requirement in the Standards for an insignificant extension of a road, and has the potential to significantly impact the neighborhood.

In addition, this application is not a typical access permit application. The applicant currently has access to the property. The application is for access to vacant land, but it appears that access already exists to the portion of the property that they are requesting new access to. The application includes the installation of a bridge in the County Right-of-Way which is currently being used for snow plowing and snow storage and serves as a vehicle turnaround at the end of a street.

The applicant has provided proposed building plans, but has not submitted a building permit application. Public Works thinks that even an access permit associated with a building permit would require these waivers and would need to come to the Board.

Map Overview

Applicants parcel (325727300027) outlined in red.

Second Access Location

The parcel currently has access from Upper Allen Road (green arrow). The second access location would be Lower Allen Road (red arrow).

The applicant has indicated that they would like to create the additional access so they can eventually build a residence in this area but prefer to apply for access to vacant land prior to applying for a building permit because of the lead time required for ordering the proposed bridge. The applicant has recently provided proposed building plans but has not applied for a building permit. Public Works typically sees Access to Vacant Land applications for parcels that do not already have an existing access.

The portion of the parcel that they would like to have additional access to appears to have agricultural access currently (red circle), but the applicant has indicated that this is not a suitable location for a permanent access.

Bridge Location and Angle of Approach

The approximate bridge location on Lower Allen Road is shown in blue. The bridge would begin in an area that is County Right-of-Way, cross an easement from David Yehle, and end on the applicant's property. A Right-of-Way permit has been submitted to Public Works for installation of the bridge in the ROW and an easement from David Yehle has been provided with the access application.

The proposed angle of approach (red lines) with Lower Allen Road does not meet the access requirements. The applicant has requested a Waiver of Standards because the proposed location of the bridge limits their ability to meet the requirement. They have also justified the Waiver of Standards because only 1 residence is located past the intersection and the angle of approach with this residence is approximately 90 degrees.

Vehicle Turnaround

The typical turnaround at the end of a street would be a 90-foot diameter (45 ft radius) cul-de-sac. The image below shows an overlay of the space needed for a typical cul-de-sac. As this area was originally platted, the space for a full 90-foot diameter cul-de-sac was not fully available.

TIMELINE

10/8/24-Access Permit application submitted.

2/10/25-Conference call with applicant's representative, Public Works, and Community Development to clarify application requirements.

4/25/25-LUC application forwarded to Public Works to provide supplemental information not included with original application.

7/8/25-The applicant provided an approval letter from the Army Corps of Engineers.

8/6/25-Meeting with the applicant to discuss application requirements.

11/5/25-Received all documents and fees required for the access application including the documents required for the new bridge.

11/26/25-Public Works verified that the Public Notice of adjacent property owners was complete.

Waiver Request For More Than One Access

Public Works is concerned that the section of the Standards (June 9, 2020, revision) that addresses more than one access presents a challenge for the applicant to demonstrate that additional access is necessary for the safe and efficient use of the property. The proposed building plans partially address the intended use of the additional access. But because this would impact a separate subdivision, Public Works is concerned that a clear demonstration that the additional access is necessary for the safe and efficient use of the property could be open to interpretation.

Public Works brought this Waiver of Standards request to the Board for consideration and to allow the applicant to make the case that additional access is appropriate.

Waiver Request For Angle of Approach

The applicant is proposing an angle of approach that is 45 degrees to traveled roadway. Public Works is satisfied with the explanation that because there is only 1 other house located past the proposed access and because of the natural bend in the road, approaching vehicles will have the functional angle of approach of 90 degrees.

Public Works has brought this Waiver of Standards request to the Board for consideration.

ROAD & BRIDGE STANDARDS (at the time of application)

1.9.B *Waiver - Only the Board may approve a waiver of these Standards and Specifications except that the Director of Public Works has the limited authority to waive these Standards and Specifications only for a driveway or for an insignificant extension of an existing road; the Director may refer such waivers to the Board. The Board, or if applicable the Director of Public Works, may place special conditions on the approval of a waiver. Such conditions may relate to the following:*

1. *Seasonal use;*
2. *Number of structures;*
3. *Size of structures;*
4. *Type of use;*
5. *Existence of public utilities; and*
6. *No increased risk to emergency services personnel, without limitation.*

1.9.C. *A waiver shall be project specific and shall not establish a precedent for any other proposed waiver. (emphasis Added)*

4.5.3 Access to Local Road/Lanes - *Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches would not be detrimental to the safety and operation of the road, and are necessary for the safety and efficient use of the property.*

4.5 Access Control Standards - *The horizontal axis of an approach to the roadway shall normally be at right angle to the centerline of the roadway and extend a minimum of forty (40) feet beyond the traveled way. An angle between 90 and 60 degrees shall be permitted if it can be shown that physical constraints exist that require an approach new angle of less than 90 degrees. An angle less than 60 degrees is not permitted.*

GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT
195 Basin Park Drive, Gunnison, CO 81230
Phone: **(970) 641-0044**
Email: **publicworks@gunnisoncounty.org**
Website: **https://www.gunnisoncounty.org/157/Public-Works**

WAIVER OF STANDARDS REQUEST - $300 per occurance

A request for a waiver must be applied for in writing and identify the following:

1. The address; *Parcel # 32577300027, 180 Upper Allen Road (but accessed off Lower Allen)*
2. A specific description of the requested waiver;
   A waiver for standards of the angle of approach for the driveway between 90-60 degrees, proposed design is about 45 degrees from the ROW, but 90 from traffic centerline
3. A detailed explanation of why the proposed waiver is warranted by site specific conditions;
   The proposed design angle of approach is approximately 45 degrees from the County Road ROW line, but the last 50' of Lower Allen is essentially a driveway approach to 262 Lower Allen Road and the proposed design angle of approach is nearly 90 degrees to the centerline of adjacent traffic.
4. A detailed explanation of why the proposed waiver:

a. Would not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;
   The proposed driveway is at the dead end of Lower Allen Road and therefore no traffic is coming from the east and the proposed angle gives better site distance to the west. The only traffic of concern is coming from the driveway of 262 Lower Allen and the proposed angle of approach is nearly 90 degrees to this traffic, see attached red-lined driveway plan.

b. Would not adversely affect health or safety;
   The proposed angle is nearly 90 degrees to the adjacent property and only side traffic, all site distance from the west is improved with the proposed angle of approach.

c. Would not cause substantial injury to the owner or occupant of adjacent land(s);
   Again the current design is approximately 90 degrees (as recommended) to the adjacent land owner's driveway.

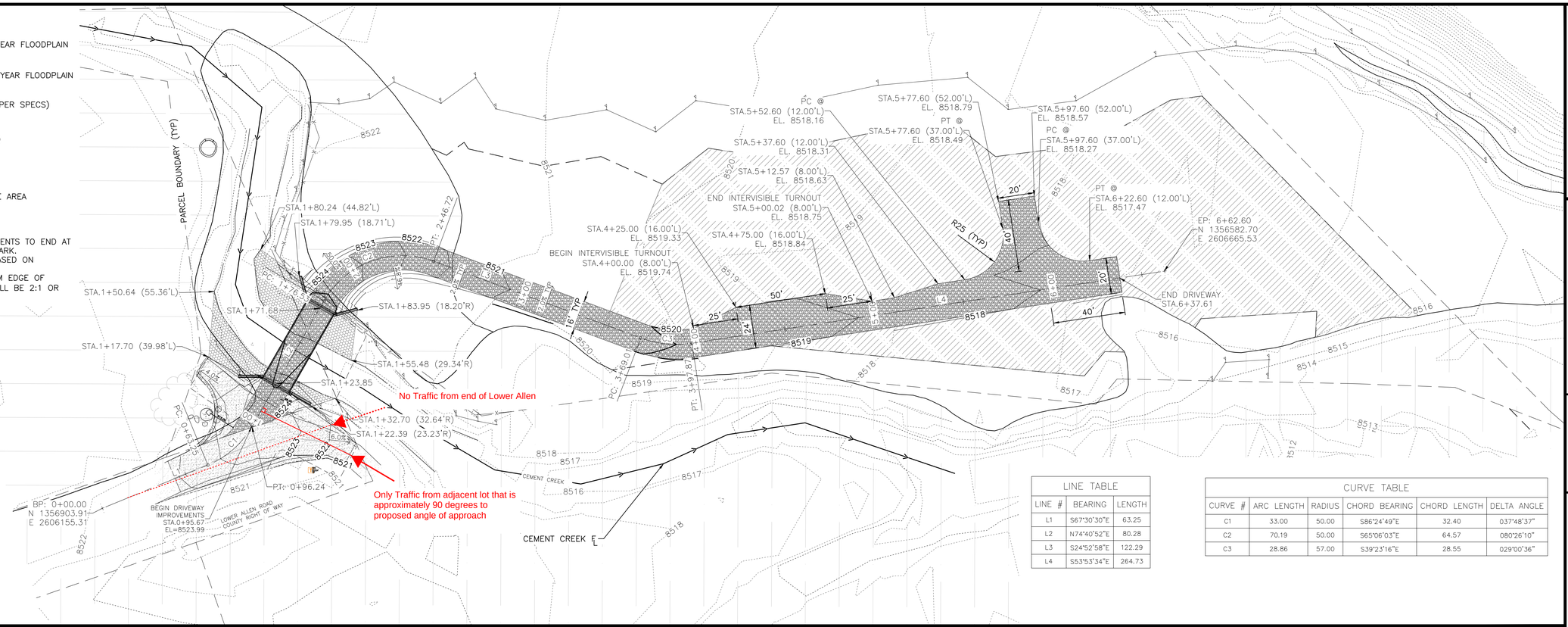
d. Would not cause substantial injury to the environment; and
   The other primary reason for the designed angle of approach is to be perpendicular to cement creek providing the least impact to the creek, the wetlands and to minimize any scour or erosion

e. Would provide the functional intent of these Standards and Specifications.
   Yes, there is no traffic from the east on Lower Allen and therefore the only traffic of concern is from 262 Lower Allen and the design from that traffic is a 90 degree angle as the standards and specifications intend.

LEGEND

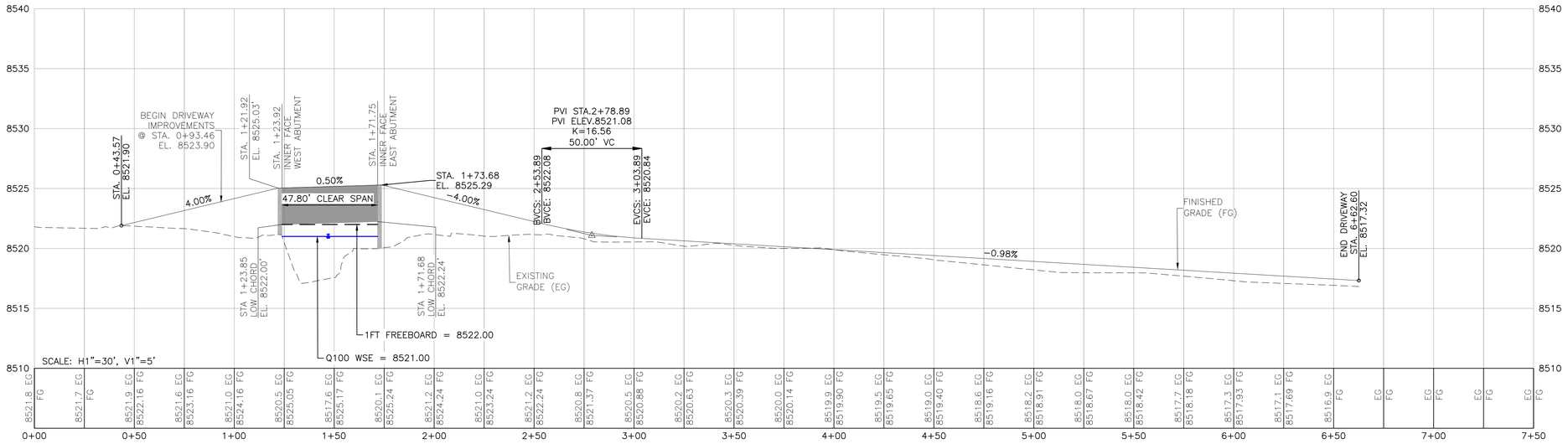
- FEMA ZONE A 100-YEAR FLOODPLAIN
- FEMA ZONE AE 100-YEAR FLOODPLAIN
- DRIVEWAY SURFACE (PER SPECS)
- ROAD IMPROVEMENTS SURFACE (MATCH EX)
- RIPRAP EXTENTS
- PROPOSED BUILDABLE AREA

NOTES:
- STREAMSIDE RIPRAP EXTENTS TO END AT ORDINARY HIGHWATER MARK.
- STATION AND OFFSET BASED ON DRIVEWAY ALIGNMENT.
- OUTWARD GRADING FROM EDGE OF ROADWAY/DRIVEWAY SHALL BE 2:1 OR LESS.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S67°30'30"E	63.25
L2	N74°40'52"E	80.28
L3	S24°52'58"E	122.29
L4	S53°53'34"E	264.73

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	33.00	50.00	S86°24'49"E	32.40	037°48'37"
C2	70.19	50.00	S65°06'03"E	64.57	080°26'10"
C3	28.86	57.00	S39°23'16"E	28.55	029°00'36"



Graphic Scale
0 15 30 60
In Feet: 1" = 30'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

Stewart Hunter

11-7 Ranch Driveway

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PERMIT SET

Job No.	2021-638.001
Drawn by:	DR
Print Date:	03.11.2025
QC: TJH	PE: TJH
File:	PR-BRIDGE-P&P

Title:

11-7 Driveway Plan and Profile

Dwg No.

4

Of : 5

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GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT
195 Basin Park Drive, Gunnison, CO 81230
Phone: **(970) 641-0044**
Email: **publicworks@gunnisoncounty.org**
Website: **https://www.gunnisoncounty.org/157/Public-Works**

WAIVER OF STANDARDS REQUEST - $300 per occurance

A request for a waiver must be applied for in writing and identify the following:

1. The address; Parcel # 32577300027, 180 Upper Allen Road (but accessed off Lower Allen)

2. A specific description of the requested waiver;

   A waiver for standards of the angle of approach for the driveway between 90-60 degrees, proposed design is about 45 degrees from the ROW, but 90 from traffic centerline

3. A detailed explanation of why the proposed waiver is warranted by site specific conditions;

   The proposed design angle of approach is approximately 45 degrees from the County Road ROW line, but the last 50' of Lower Allen is essentially a driveway approach to 262 Lower Allen Road and the proposed design angle of approach is nearly 90 degrees to the centerline of adjacent traffic.

4. A detailed explanation of why the proposed waiver:

a. Would not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic;

   The proposed driveway is at the dead end of Lower Allen Road and therefore no traffic is coming from the east and the proposed angle gives better site distance to the west. The only traffic of concern is coming from the driveway of 262 Lower Allen and the proposed angle of approach is nearly 90 degrees to this traffic, see attached red-lined driveway plan.

b. Would not adversely affect health or safety;

   The proposed angle is nearly 90 degrees to the adjacent property and only side traffic, all site distance from the west is improved with the proposed angle of approach.

c. Would not cause substantial injury to the owner or occupant of adjacent land(s);

   Again the current design is approximately 90 degrees (as recommended) to the adjacent land owner's driveway.

d. Would not cause substantial injury to the environment; and

   The other primary reason for the designed angle of approach is to be perpendicular to cement creek providing the least impact to the creek, the wetlands and to minimize any scour or erosion

e. Would provide the functional intent of these Standards and Specifications.

   Yes, there is no traffic from the east on Lower Allen and therefore the only traffic of concern is from 262 Lower Allen and the design from that traffic is a 90 degree angle as the standards and specifications intend.

MEMORANDUM

TO: Gunnison County Public Works

FROM: Tyler Harpel P.E. SGM

DATE: 8/8/2025

RE: **11-7 Ranch (Hunter Family) Compliance with Section 4.5.3**

Based on previous conversations and specifically the meeting on August 6, 2025, between Gunnison County Public Works (Martin Schmidt, Sparky Casebolt, Chris Hill), Gunnison County Deputy Attorney Alex San Filippo-Rosser, and 11-7 Ranch representatives Marcus Lock (Law of the Rockies), Tyler Harpel P.E. (Engineering) we understand it is important to document how the proposed bridge access to the 11-7 Ranch off Lower Allen Rd meets Gunnison County Standards and Specifications for New Construction for Roads and Bridges section 4.5.3. There has been previous documentation submitted related to this topic in the original Access Permit application along with follow up correspondence; however, the purpose of this memorandum is to clearly summarize, and bullet point specifically how the application meets the requirements of Section 4.5.3 of the Gunnison County Road and Bridge Standards.

First Section 4.5.3 states:

Private Direct Access. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership except adjacent platted subdivision lots unless it can be shown that additional access approaches would not be detrimental to the safety and operation of the road, and are necessary for the safety and efficient use of the property.

Therefore, for property to have more than one access two conditions need to be shown:

- The additional access would not be detrimental to the safety and operation of the road (Lower Allen in this situation)
- The additional access is necessary for the safety and efficient use of the property

Provided below is the justification and documentation of how the proposed 11-7 Ranch Bridge access off Lower Allen Rd meets both of these requirements.

Not Detrimental to the Safety and Operation of Lower Allen Road

- Currently Lower Allen Road is a Rural Lane Gravel Road suitable for 91-199 average daily trips (ADT). Currently there are 14 residential lots served by Lower Allen for an approximate ADT of 140 trips. Adding the proposed one additional residential use would increase the approximate ADT to 150 still well within the roadway's traffic design use.
- Currently there is a dead end on the southeast end of Lower Allen Road with no official or effective operational turn around. The area is often ponded with muddy areas that hold water and would be very difficult for emergency vehicles to turn around in. The 11-7 Access proposal includes grading

and road basing a significantly improved turn around area at the end of Lower Allen Road that has been reviewed by the Crested Butte Fire Department. With improved turn around area, increased size, improved grading, crown and cross slope, improved drainage and surface condition, the proposed access will actually provide a significant improvement to safety and operations at the end of Lower Allen Road.
    - All improved grades will be less than 4% meeting all County and Fire Department requirements.
    - This will give emergency vehicles an appropriate and functional turnaround at the end of Lower Allen that does not exist today.
- Secondarily because there is only one bridge crossing over Cement Creek currently serving Upper Allen Road and the 11-7 Ranch this added bridge crossing over Cement Creek will provide a backup emergency exit route not just for the 11-7 Ranch but all Upper Allen Road homesites if anything were ever to happen to the one existing Cement Creek bridge on Upper Allen. Improving safety and operations for the neighboring community.

Necessary for the Safety and Efficient Use of the 11-7 Ranch

- The 11-7 Ranch is a 530+ Acre operation Ranch with both full-time daily employees and seasonal employees. Any property of this size and number of employees spread out across the Ranch should have more than one access for safety and efficient use. It is very normal and standard for operational ranches throughout Gunnison County that are over 500 acres to have more than one access.
    - The lower 6+ acres of property that is on the lower bench is currently cut off from much of the other property via steep grades, wetlands and floodplain. Having this second access to this 6+ acres is necessary for efficient use and operation of this specific portion of the property. Any other way to access this (particularly in irrigation or high run-off time of year) is significantly less efficient than the bridge proposal.
- Additionally, to the Ranch operations, this 6+ acres was specifically left out of the ranch agricultural conservation easement as a primary site for ranch single family residential use. This second access will be the primary access for the residential and secondary access for ranch operations.
- Most importantly, the secondary access is necessary for wildfire safety. This is a 530+ acre parcel that is more than 50% mapped in the County's Very High Wildfire Hazard Zone. Therefore, it is very important to have easy, quick and efficient access off the property for evacuation and on the property for emergency vehicles in multiple locations.

Therefore, since the proposed access is both necessary for safe and efficient use of the property and is not detrimental but actually improves safety and operation to Lower Allen Road the application meets the requirements of Section 4.5.3 of the Gunnison County Road and Bridge Standards and no waiver is required.

Fee:	$250.00
Date Paid:	
Cash/CC/Check:	
Received By:	

GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT
195 Basin Park Drive, Gunnison, CO 81230
(970) 641-0044

Permit #_____

ACCESS PERMIT APPLICATION

Hunter Family Real Estate LTD (owner name on the property) requests permission and authority from the Gunnison County Public Works Department to construct an access connecting to the road known as Lower Allen Road, in Gunnison County, adjacent to their property located on the N (N,S,E,W) side of the road, with a physical address of 180 Upper Allen Road for the purpose of obtaining access to Vacant Land (to be residence) (residence, vacant land, etc.). The property's legal Address is Gunnison County Parcel Number 325727300027.

Applications can be mailed or dropped off to the address at the top of this form. Access permit applications may be submitted year-round, but issuance may be delayed by weather. Applications submitted outside of those dates may be reviewed at the discretion of the Operations Manager or designated staff.

ATTACHMENTS:

A. AN 11" x 17" COPY OF THE SITE PLAN IS REQUIRED.
If the submitted site plan is updated or changed in any way during the project, a new site plan must be submitted to the Gunnison County Public Works Office for approval.

REGULATIONS:

A. Pursuant to Section 1.3 of the Gunnison County Road and Bridge Standards ("Standards"), the Applicant may not engage in, cause or allow any construction of, or work on the access contemplated by this Application until this any all other necessary permits are issued by Gunnison County. If such activity has begun before issuance of such permit(s), no permit shall be issued until the Applicant ceases the activity, remedies any damage caused, and complies with all enforcement actions taken by Gunnison County.
B. The Applicant binds and obligates themselves to construct and maintain the access in accordance to the submitted site plan and with the provisions, specifications, and conditions enumerated on this application and in the Gunnison County Standard Specifications for New Road and Bridge Construction.
C. The Applicant represents all parties in interest and affirms that the access to be constructed by them is for the bona fide purpose of securing access to their property and not for any other purpose.
D. The Applicant shall furnish all labor and materials, perform all work, and pay all costs in connection with the construction of the access and its appurtenances.
E. Approved permits are valid for one year from the approval date. Any extension must be requested prior to the expiration date of the original permit or a renewal fee of $250.00 will be charged before any final inspection can be scheduled.
F. The traveling public shall be protected during the construction in conformance with the Manual for Uniform Traffic Control Devices (MUTCD) AND Public Rights-of-Way Accessibility Guidelines (PROWAG) AND the Gunnison County Public Works Department.
G. Gunnison County's duly appointed agents and employees shall be held harmless against any action for all claims and liability, including but not limited to personal injury or property damage, sustained by reason of the exercise of the permit.
H. The Applicant shall assume responsibility for the removal and storage of snow, ice, or sleet on any portion of the access even if deposited on the driveway in the course of snow removal operations on the County road or the road right-of-way. County road may not be plowed in the winter.

I. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the entrance shall be securely braced before the fence is cut to prevent any slacking of the remaining fence. Any removed materials shall be turned over to the Gunnison County Public Works Department, if so directed.

J. Approval of this permit does not guarantee approval of any other permits required by Gunnison County.

K. Individual accesses may be subject to additional specifications or standards and need to comply with the Gunnison County Land Use Resolution. Special conditions required by Gunnison County Public Works Department will be noted herein or attached to the permit if applicable.

L. If the access is off of a State of Colorado highway the applicant must obtain an access permit from the State and provide a copy of that approved permit with their access permit application.

M. The Applicant is responsible for obtaining and asserting legal right to construct the access through continuous easements, agreements, ownership, etc. prior to permit issuance. Gunnison County does not confirm, represent, or warrant legal access by issuing an access permit.

N. Final inspections can be scheduled any time after frame inspection is completed, unless it is a driveway to vacant land in which case the final can be scheduled when ready. In order to perform the final inspection of the access permit, a representative of the company that holds the access permit must be on site during the inspection or the final inspection will be cancelled and a reinspection fee of $500 will be charged.

O. A sign structure or parked vehicle shall not be permitted where it will obstruct a required sight distance under Section 4.6.3 of the Standards.

CONDITIONS:

A. The approved access permit allows for work on your ACCESS ONLY, you cannot perform dirt work for any other aspect of your project until a separate, appropriate permit has been issued.

B. No landscaping, rocks, trees, berms, or any other improvements are allowed within the County road right-of-way without written approval from the Assistant County Manager for Public Works or their representative.

C. No parking or storing of any construction equipment, trailers, porta-pots, or materials, etc. is allowed in the road right-of-way. Vehicles parked in the road right-of-way can and will be towed if impeding plowing or maintenance operations.

SPECIAL CONDITIONS: (As Determined by Gunnison County – To Be Completed by Inspector)

Approved permit, approval letter, special conditions, any necessary correspondence, and final inspection letters will be emailed to the addresses provided below. A copy of the approved access permit should be available on the work site. A printed copy can be picked up at the Gunnison County Public Works Department upon request.

In signing and initialing this application and upon receiving Gunnison County Public Works Department authorization and permission to construct the access described herein, the Applicant warrants, agrees and acknowledges that they have read, understand, and accept the foregoing provisions and conditions and agree to construct the access in accordance with the accompanying site plan, reviewed and approved by the Gunnison County Public Works Department, the conditions below, and any special conditions noted or attached that may be placed on the project.

INITIALS:

A. **Proposed access will be staked with a 48-inch wood lathe stake on the centerline starting at the intersection of the intersecting road and for every 50 feet thereafter up to the end point of the access. The name used on this application should be on the first stake.** RP **(initial)**

B. **The Applicant agrees that the applicant shall pay Gunnison County's costs, expenses and attorney's fees for enforcement of the requirements of this permit, and shall also reimburse Gunnison County, should it so request at its sole discretion, for any and all damages to any public road or highway caused by his or her activities in constructing the access that is the subject of this application.** RP **(initial)**

C. **A final, physical, inspection of the completed driveway is required. It is the responsibility of the applicant to schedule the final driveway inspection a minimum of 3 business days in advance. The driveway construction must be complete and fully visible, including all drainages and appurtenances, at the time of the final inspection. If the driveway fails final inspection there is a $500 reinspection fee.** RP **(initial)**

D. **THERE WILL BE NO FINAL INSPECTIONS DONE DURING THE WINTER (NOVEMBER – APRIL) OR WHEN WEATHER PROHIBITS COMPLETE INSPECTION OF THE DRIVEWAY AND INFRASTRUCTURE AND/OR THE SURFACE IS FROZEN. THAWING OF THE ACCESS SURFACE WILL NOT BE ACCEPTED FOR FINALS (GROUND HEATERS, HEATING BLANKETS).** RP **(initial)**

Rewk Patten
Printed Name of Applicant or Representative

Signature of Applicant or Representative

[redacted]
Email Address of Applicant or Representative

[redacted]
Telephone of Applicant or Representative

Rewk Patten
Printed Name of Contractor

Signature of Contractor

[redacted]
Email Address of Contractor

[redacted]
Telephone of Contractor

APPROVAL:

Access permit granted _____ (date) and is subject to the provisions, specifications, and conditions stipulated herein.

_____ Access Inspector

_____ Assistant County Manager for Public Works

THIS PERMIT SHALL BE MADE AVAILABLE AT THE SITE WHERE AND WHEN WORK IS BEING DONE AND BE PRESENTED AT FINAL INSPECTION.

****

FINAL INSPECTION:

Final inspection of the access was completed _____ by _____.

LEGEND

- FEMA ZONE A 100-YEAR FLOODPLAIN
- FEMA ZONE AE 100-YEAR FLOODPLAIN
- DRIVEWAY SURFACE (PER SPECS)
- ROAD IMPROVEMENTS SURFACE (MATCH EX)
- RIPRAP EXTENTS
- PROPOSED BUILDABLE AREA
- PROPOSED ROW AREA

NOTES:

- STREAMSIDE RIPRAP EXTENTS TO END AT ORDINARY HIGHWATER MARK.
- STATION AND OFFSET BASED ON DRIVEWAY ALIGNMENT.
- OUTWARD GRADING FROM EDGE OF ROADWAY/DRIVEWAY SHALL BE 2:1 OR LESS.

HUNTER FAMILY REAL ESTATE
PARCEL# 3257-273-00-027
15.456 ACRES

DRIVEWAY EASEMENT

CEMENT CREEK

EAST RIVER

LOWER ALLEN ROAD
COUNTY RIGHT OF WAY

KEY NOTES

NUMBER	DESCRIPTION
1	FEMA 100-YEAR FLOOD BOUNDARY
2	PROPOSED HOME SITE/ GARAGE BUILDABLE AREA (1.01 ACRES)
3	GIS PARCEL BOUNDARIES FROM GUNNISON COUNTY GIS PORTAL
4	CLASS 6 AGGREGATE ROAD BASE (TYP)
5	ABUTMENT LAYOUT (SEE BRIDGE DESIGN SHEETS)
6	WETLANDS AS DELINEATED BY SGM (TYP) SUBMITTED TO ARMY CORPS FOR BRIDGE PERMIT
7	SURVEYED HIGH WATER LINE
8	INTERVISIBLE TURNOUT
9	FIRE DEPARTMENT TURNAROUND
10	END DRIVEWAY - AUTOCOURT AREA TO BE FINALIZED WITH FINAL HOUSE DESIGN
11	25 FOOT WETLANDS SETBACK
12	15 FOOT PROPERTY LINE SETBACK
13	265 YD³ RIPRAP BANK PROTECTION, D50=12 IN (SEE SHEET 4)
14	COUNTY ROAD FIRE DEPARTMENT TURNAROUND FOOTPRINT
15	45 LF BOULDER WALL, 2.5' MAX HEIGHT (SEE SHEET 5)
16	PROPOSED ROW AREA
17	CONCEPTUAL 90' Ø CUL-DE-SAC

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

COLORADO LICENSED
TYLER JAMES HARRIS
44306
PROFESSIONAL ENGINEER
9/19/25

Stewart Hunter
11-7 Ranch Driveway

#	Revision	By:
1	Revised per Gunnison County Comments	DLR
2		
3		

Date 09.19.25

Project Milestone: PERMIT SET

Job No. 2021-638.001
Drawn by: DR
Print Date: 09.19.2025
QC: TJH PE: TJH
File: PR-BRIDGE-P&P

Title: Overall Site Plan

Dwg No. 3

Of : 9

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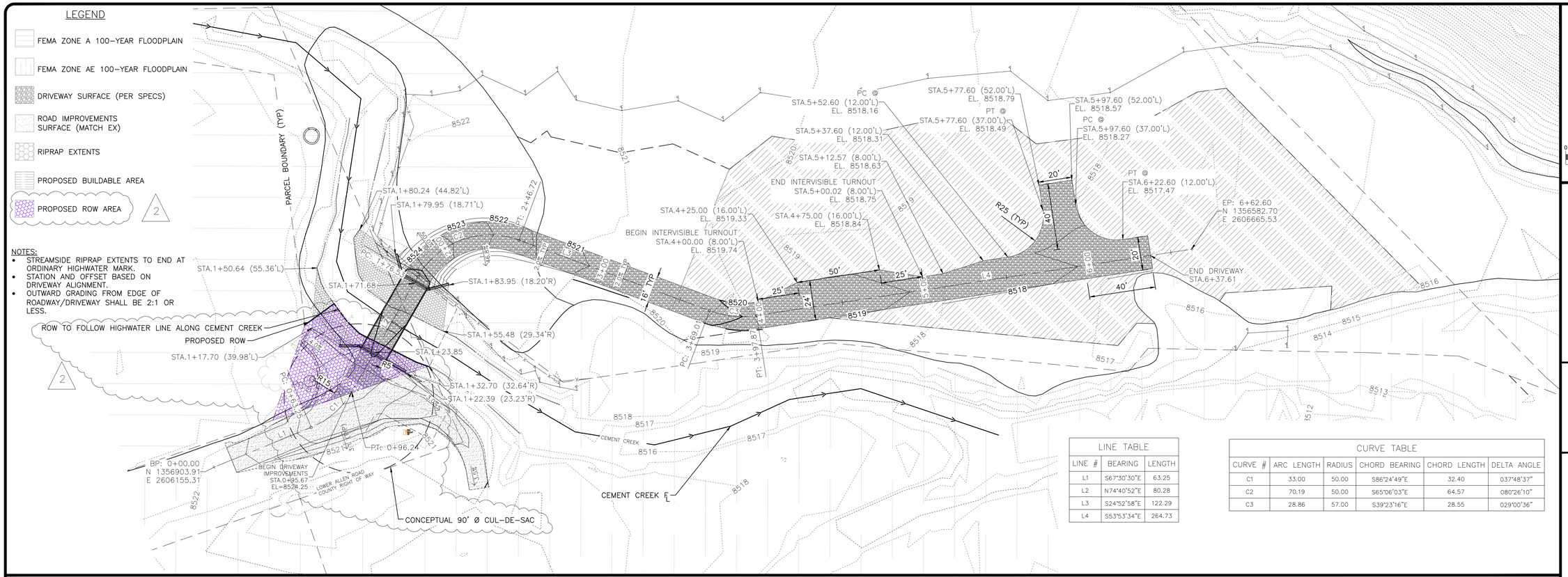
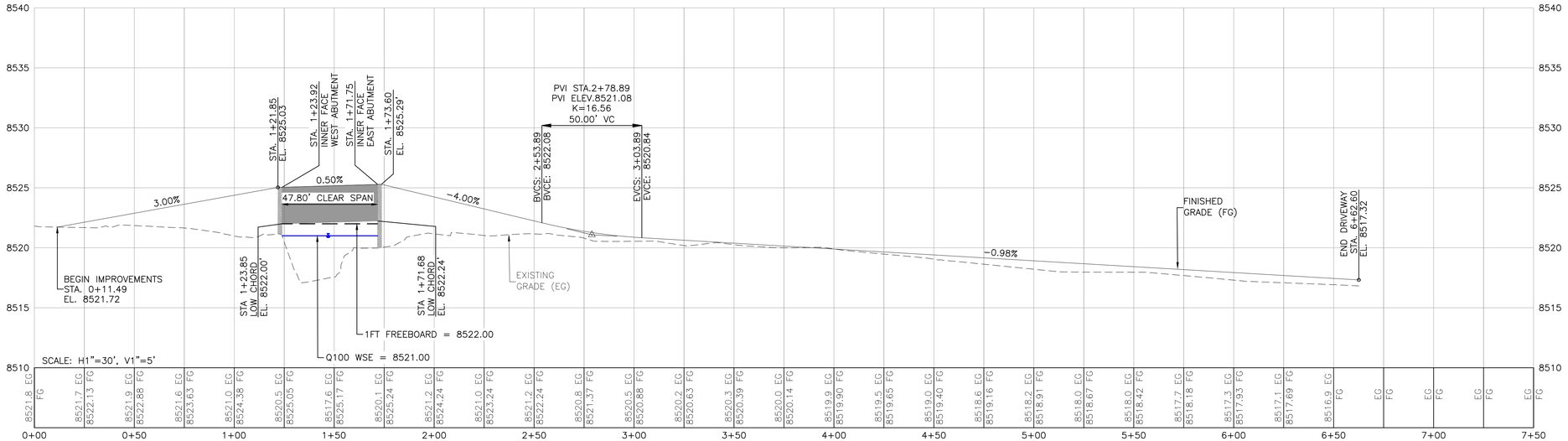


LINE TABLE		
LINE #	BEARING	LENGTH
L1	S67°30'30"E	63.25
L2	N74°40'52"E	80.28
L3	S24°52'58"E	122.29
L4	S53°53'34"E	264.73

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	33.00	50.00	S86°24'49"E	32.40	037°48'37"
C2	70.19	50.00	S65°06'03"E	64.57	080°26'10"
C3	28.86	57.00	S39°23'16"E	28.55	029°00'36"



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Gunnison, CO 81230
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Graphic Scale
0 15 30 60
In Feet: 1" = 30'

COLORADO LICENSED
JAMES HARRELL
44306
PROFESSIONAL ENGINEER
9/19/25

#	Revision	Date	By:
1	Revised per Gunnison County Comments	07.28.25	DLR
2	Revised per Gunnison County Comments	09.19.25	DLR
3			

Project Milestone: PERMIT SET

Stewart Hunter
11-7 Ranch Driveway

Job No. 2021-638.001
Drawn by: DR
Print Date: 09.19.2025
QC: TJH PE: TJH
File: PR-BRIDGE-P&P

Title:
11-7 Driveway Plan and Profile

Dwg No.
4

Of: 9

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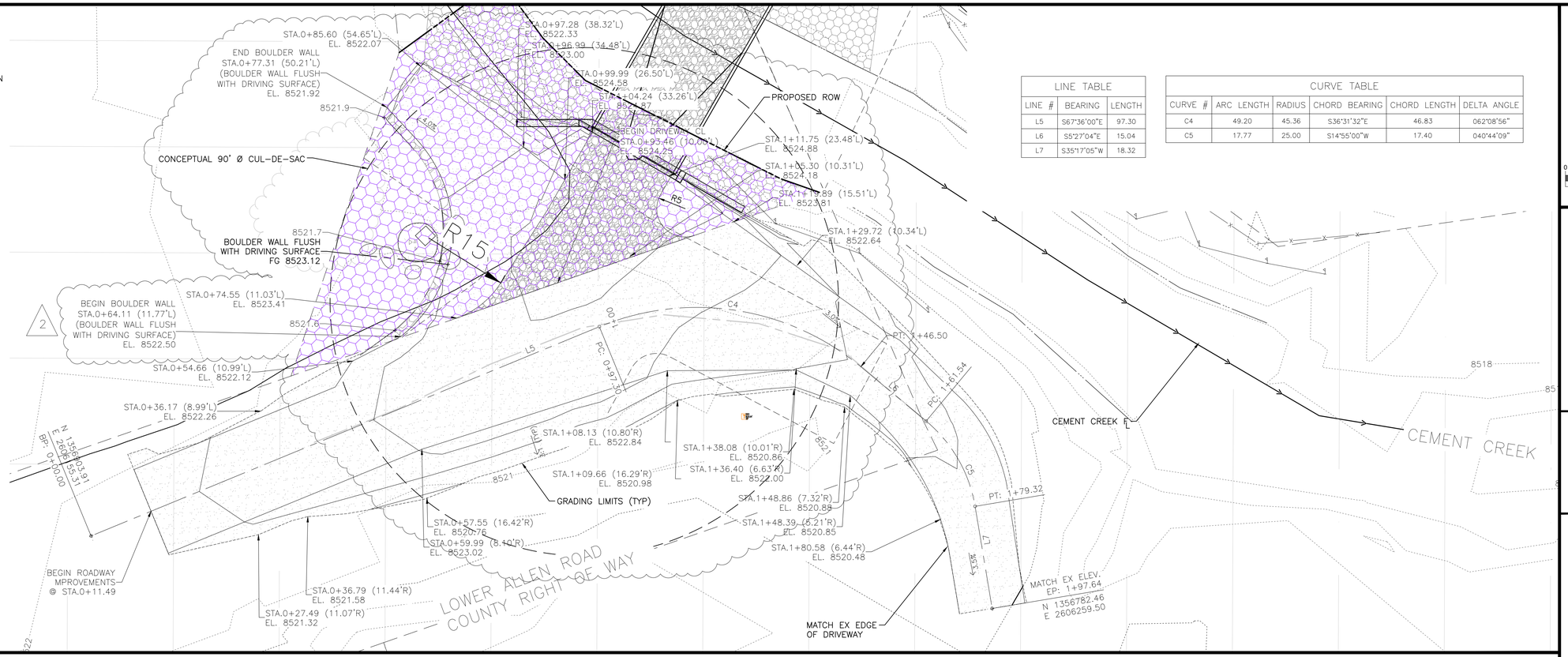
LEGEND

- FEMA ZONE A 100-YEAR FLOODPLAIN
- FEMA ZONE AE 100-YEAR FLOODPLAIN
- DRIVEWAY SURFACE (PER SPECS)
- ROAD IMPROVEMENTS SURFACE (MATCH EX)
- RIPRAP EXTENTS
- PROPOSED BUILDABLE AREA
- PROPOSED ROW AREA (2)

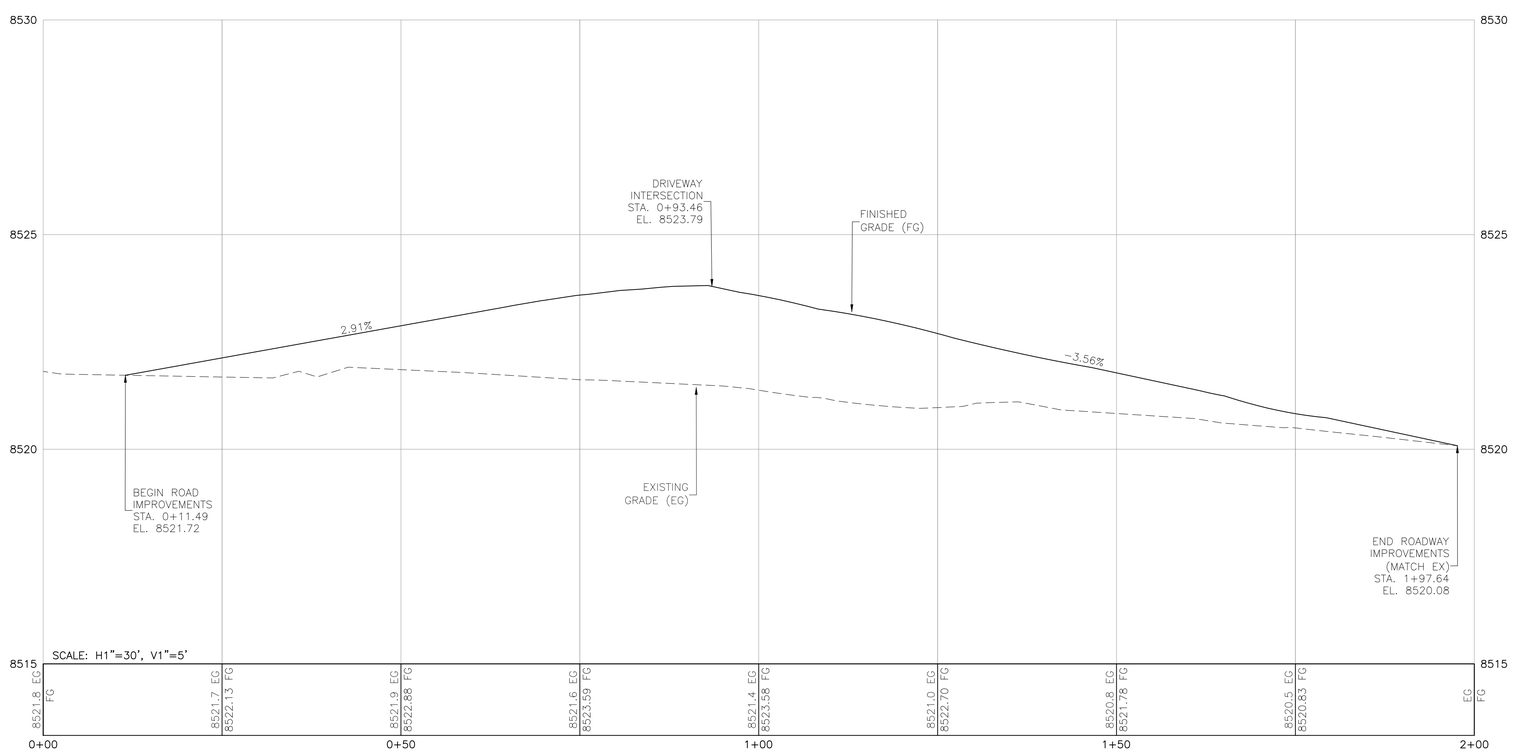
NOTES:

- ALL ROADWAY AND DRIVEWAY DIMENSIONS TO COMPLY WITH GUNNISON COUNTY ROAD STANDARDS.
- IMPROVED ROADWAY DRIVING SURFACE SHALL MATCH EXISTING EDGE OF ROADWAY.
- ROADWAY ALIGNMENT IS BEST FIT, SITE CONDITIONS MAY VARY.
- STATION AND OFFSETS BASED ON LOWER ALLEN HOMESTEAD ALIGNMENT.



LINE TABLE		
LINE #	BEARING	LENGTH
L5	S67°36'00"E	97.30
L6	S5°27'04"E	15.04
L7	S35°17'05"W	18.32

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C4	49.20	45.36	S36°31'32"E	46.83	062°08'56"
C5	17.77	25.00	S14°55'00"W	17.40	040°44'09"



Graphic Scale
0 5 10 20
In Feet: 1" = 10'

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970.641.5355
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COLORADO LICENSED
TYLER JAMES HUNTER
44306
9/19/25
PROFESSIONAL ENGINEER

Stewart Hunter

11-7 Ranch Driveway

#	Revision	Date	By:
1	Revised per Gunnison County Comments	07.28.25	DLR
2	Revised per Gunnison County Comments	09.19.25	DLR
3			

Project Milestone: PERMIT SET

Job No.	2021-638.001
Drawn by:	DR
Print Date:	09.19.2025
QC: TJH	PE: TJH
File:	PR-BRIDGE-P&P

Title:

Lower Allen Road Improvements

Dwg No.

5

Of: 9

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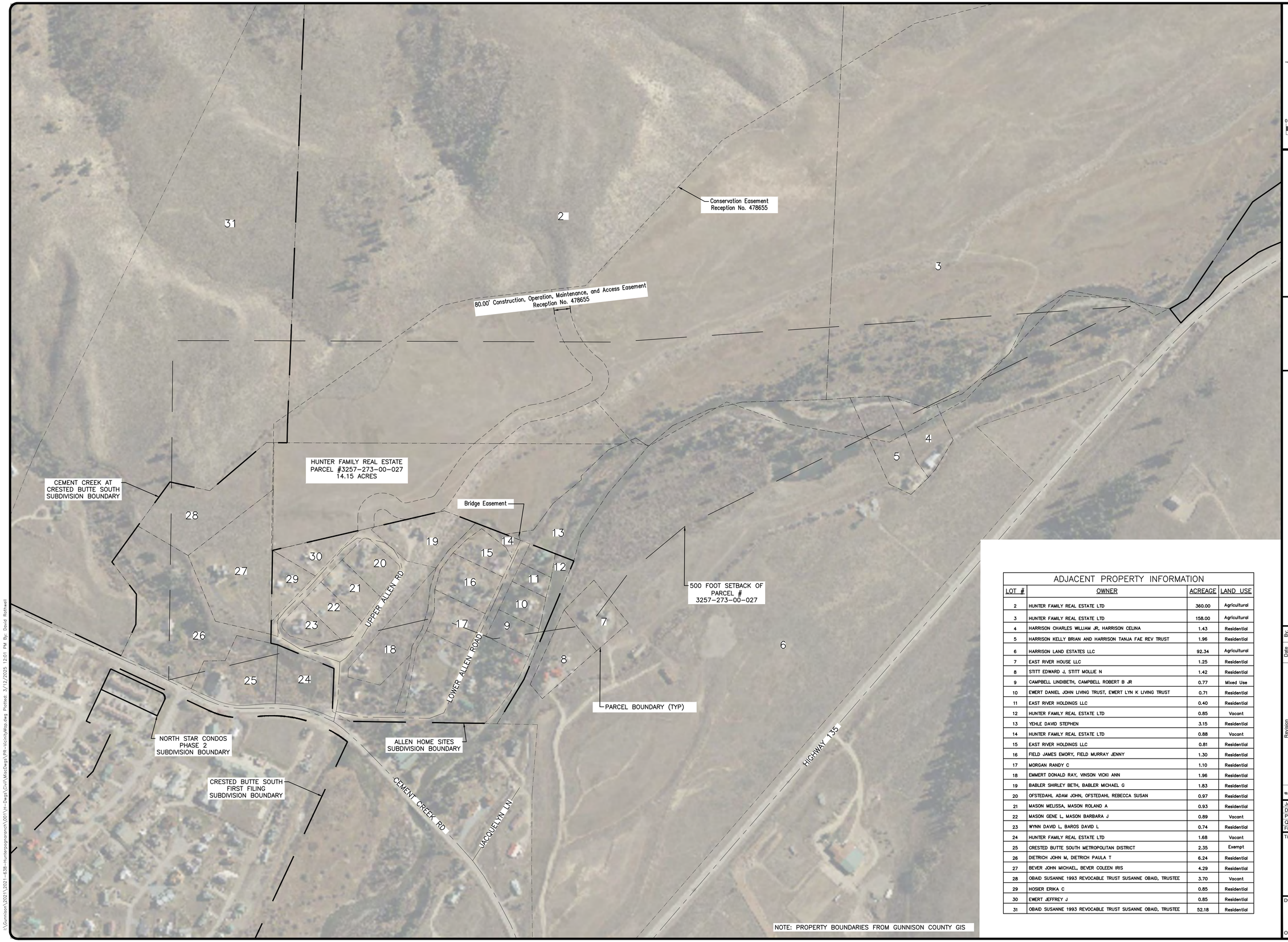

ADJACENT PROPERTY INFORMATION			
LOT #	OWNER	ACREAGE	LAND USE
2	HUNTER FAMILY REAL ESTATE LTD	360.00	Agricultural
3	HUNTER FAMILY REAL ESTATE LTD	158.00	Agricultural
4	HARRISON CHARLES WILLIAM JR, HARRISON CELINA	1.43	Residential
5	HARRISON KELLY BRIAN AND HARRISON TANJA FAE REV TRUST	1.96	Residential
6	HARRISON LAND ESTATES LLC	92.34	Agricultural
7	EAST RIVER HOUSE LLC	1.25	Residential
8	STITT EDWARD J, STITT MOLLIE N	1.42	Residential
9	CAMPBELL LINDIBETH, CAMPBELL ROBERT B JR	0.77	Mixed Use
10	EWERT DANIEL JOHN LIVING TRUST, EWERT LYN K LIVING TRUST	0.71	Residential
11	EAST RIVER HOLDINGS LLC	0.40	Residential
12	HUNTER FAMILY REAL ESTATE LTD	0.85	Vacant
13	YEHLE DAVID STEPHEN	3.15	Residential
14	HUNTER FAMILY REAL ESTATE LTD	0.88	Vacant
15	EAST RIVER HOLDINGS LLC	0.81	Residential
16	FIELD JAMES EMORY, FIELD MURRAY JENNY	1.30	Residential
17	MORGAN RANDY C	1.10	Residential
18	EMMERT DONALD RAY, VINSON VICKI ANN	1.96	Residential
19	BABLER SHIRLEY BETH, BABLER MICHAEL G	1.83	Residential
20	OFSTEDAHL ADAM JOHN, OFSTEDAHL REBECCA SUSAN	0.97	Residential
21	MASON MELISSA, MASON ROLAND A	0.93	Residential
22	MASON GENE L, MASON BARBARA J	0.89	Vacant
23	WYNN DAVID L, BAROS DAVID L	0.74	Residential
24	HUNTER FAMILY REAL ESTATE LTD	1.68	Vacant
25	CRESTED BUTTE SOUTH METROPOLITAN DISTRICT	2.35	Exempt
26	DIETRICH JOHN M, DIETRICH PAULA T	6.24	Residential
27	BEVER JOHN MICHAEL, BEVER COLEEN IRIS	4.29	Residential
28	OBAID SUSANNE 1993 REVOCABLE TRUST SUSANNE OBAID, TRUSTEE	3.70	Vacant
29	HOSIER ERIKA C	0.85	Residential
30	EWERT JEFFREY J	0.85	Residential
31	OBAID SUSANNE 1993 REVOCABLE TRUST SUSANNE OBAID, TRUSTEE	52.18	Residential

NOTE: PROPERTY BOUNDARIES FROM GUNNISON COUNTY GIS

Graphic Scale
0 100 200 400
In Feet: 1" = 200'

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STEWART HUNTER

11-7 RANCH VICINITY MAP

#	Revision	Date	By:
1			
2			
3			

Project Milestone: LUC VICINITY MAP

Job No. 2021-638.001
Drawn by: DLR
Print Date: 03.12.2025
QC: TJH PE: TJH
File: PR-VicinityMap

Title:

VICINITY MAP

Dwg No. 1

Of : 1

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687363 9/22/2022 10:05:06 AM Page 1 of 12
Kathy Simillion Gunnison County, CO
R: $68.00 D: 0.00 eRecorded

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered this 17 day of August, 2022, by and between David Stephen Yehle, whose address is 2283 South Franklin Street, Denver, CO 80210 ("Grantor") and Hunter Family Real Estate, Ltd., a Texas limited partnership, whose address is 5160 Tennyson Parkway, Suite 1000, Plano, TX 75024 ("Grantee").

RECITALS

A. Grantor owns real property legally described in Exhibit A hereto ("Yehle Property").

B. Grantee owns real property legally described in Exhibit B hereto ("Hunter Property").

C. Grantee desires an easement on a portion of the Yehle Property for purposes of ingress and egress and utilities to the Hunter Property and to construct and maintain a road and bridge, and Grantor desires to grant such an easement to Grantee.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Grant of Easement.** Grantor, for the consideration of one dollar, hereby grants to Grantee:

> A perpetual non-exclusive easement, sixty (60) feet in width, for access and utilities over the Yehle Property at the location legally described in Exhibit C hereto and as depicted in Exhibit D hereto, including the right to ingress, egress, construct a road and bridge and related improvements (including support, foundation, and abutments), use, maintain, repair, and snowplow (the "Easement").

2. Terms of Easement.

2.1. Grantee shall have the right to ingress and egress over, and the right to install underground utilities in, the Easement exclusively for residential and agricultural uses on the Hunter Property.

2.2. Grantee shall have the right to construct a road and bridge in the Easement including related improvements such as support, foundation, and abutments, and the right to use, maintain, repair, and snowplow such road and bridge exclusively for residential and agricultural purposes on the Hunter Property.

2.3. Grantee shall at all times exercise due care and diligence to avoid damage to the Yehle Property.

2.4. Immediately upon completion of any work in the Easement, Grantee shall restore the Yehle Property, excepting any constructed road and bridge and related improvements, to a condition as near as reasonably possible as it was prior to the work and otherwise restore the area of such work to a clean condition. Excepting any constructed road and bridge and related improvements, Grantee shall revegetate all disturbed ground and regrade, recompact, and resurface all disturbed ground.

2.5. Grantee shall be responsible for any damage to the Yehle Property arising from, caused by, or related to the exercise of the rights and privileges granted pursuant to this Agreement. Grantee shall repair any damage and pay any damages that are not satisfied by such repairs which shall arise from, be caused by, or are related to the Easement.

2.6. Grantor shall be entitled to full use and enjoyment of the Easement, subject only to the rights of Grantee herein conveyed. Grantor shall not construct any structures, landscaping, or improvements in the Easement. Grantee and Grantor shall not park or obstruct the Easement.

2.7. Grantee shall bear the full cost of constructing any road or bridge and the costs to maintain and repair the Easement. Grantor shall have no obligation to pay for any cost associated with the Easement.

3. **Construction of Bridge**. Grantee shall complete the construction of the bridge in the Easement with reasonable diligence. Once started, Grantee shall continue construction of the bridge without interruption except in the event of adverse weather conditions. In the event Grantee breaches this paragraph 3, Grantor shall have the right to complete construction of the bridge at Grantee's expense and lien Grantee's property for any costs incurred that are unpaid by Grantee.

4. **Indemnification**. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses, arising out of or relating to the negligent use of the Easement or use of the Easement in violation of this Agreement by Grantee, its guests, licensees, agents, assigns, or other successors.

5. **Remedies**. The provisions of this Agreement shall be enforceable by an action for damages, injunction, specific performance, and/or any remedy available at law or in equity. All remedies shall be cumulative. If any legal action is commenced or maintained in court, whether in law or in equity, to interpret, enforce or construe this Agreement or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys' fees and costs and expenses incurred, including expert witness fees and costs. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be in the state courts located in Gunnison County, Colorado.

6. **Binding Covenant**. This Agreement and the covenants contained herein shall be binding upon the parties and their heirs, representatives, successors, and assigns as a perpetual covenant running with the land.

7. **Entire Agreement**. This Agreement constitutes the entire and only agreement between the parties and supersedes all prior agreements, offers, acceptances, and understandings of the parties with respect to the subject matter hereof. All prior negotiations, agreements, representations and understandings, whether written or oral, are merged into and superseded by this Agreement and shall be of no further force or effect.

8. **Recordation**. Following execution, Grantee shall record this Agreement in the real property records of Gunnison County, Colorado through the Gunnison County Clerk and Recorder.

9. **Severability**. If any provision of this Agreement is held to be unenforceable, such provision shall be severed from this Agreement, such that the remaining terms and provisions shall remain in full force and effect.

10. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective on the date set forth above.

Grantor: David Stephen Yehle

By: David Stephen Yehle
David Stephen Yehle

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of Sept., 2022, by David Stephen Yehle. Witness my hand and official seal. My commission expires: 4/18/2026.

SVilla
Notary Public

STEPHANIE MARIET VILLA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224015286
MY COMMISSION EXPIRES APRIL 18, 2026

Grantee: **Hunter Family Real Estate, Ltd., a Texas limited partnership**

By its sole manager: Hunter Real Estate Management, LLC, a Texas limited liability company

By: _____
Stewart Hunter, Manager of Hunter Real Estate Management, LLC

STATE OF Texas)
)ss.
COUNTY OF Collin

The foregoing document was acknowledged before me on this 17th day of August, 2022, by Stewart Hunter as Manager of Hunter Real Estate Management, LLC. Witness my hand and seal. My commission expires: April 19, 2024.

TINA HILDEBRAND
Notary ID #10696357
My Commission Expires
April 19, 2024

Tina D. Hildebrand
Notary Public

EXHIBIT A

Gunnison County, CO
10/14/2016 1:26:33 PM
66

642706
Page 1 of 3
R 21.00 D 0.00

DEED PURSUANT TO COURT ORDER OR DECREE
NO DOCUMENTARY FEE REQUIRED PURSUANT TO C.R.S. §39-13-104(1)(l)

After recording return to:
David Stephen Yehle

_____

_____

687363
9/22/2022 10:05:06 AM 5 of 12
Gunnison County, CO

BARGAIN AND SALE DEED
[C.R.S. §38-30-115]

THIS BARGAIN AND SALE DEED, is made as of OCTOBER 14th, 2016, by DAVID STEPHEN YEHLE, an individual, and CHRISTEL A. YEHLE, an individual (together, the "GRANTORS"), and DAVID STEPHEN YEHLE, an individual ("GRANTEE"), whose legal address is ~~262 Lower Allen Road, Crested Butte CO 81224~~ 9849 Jefferson Parkway Apartment A-3 Englewood CO 80112

WITNESSETH:

That Grantors, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00), and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER, DELIVER, REMISE, RELEASE, CONFIRM AND CONVEY TO GRANTEE, HER SUCCESSORS AND ASSIGNS, FOREVER, all of Grantors' interest in and to that certain real estate situate in the County of Gunnison, State of Colorado, more particularly described as:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

also known by street and number as 262 LOWER ALLEN ROAD, CRESTED BUTTE, COLORADO, together with (i) all improvements owned by Grantors and located thereon, if any, (ii) all rights, privileges, easements and appurtenances owned by Grantors appertaining thereto, if any, (iii) all rights and interest of the Grantors in and to all minerals underlying or otherwise appertaining thereto, including without limitation, all gravel, oil, gas, coal or other hydrocarbons, and any and all royalties or other lease or extraction payments relating thereto, if any; (iv) all rights and interest of the Grantors in and to all water rights appertaining thereto, if any; and (v) all right, title and interest of Grantors in, to and under adjoining streets, rights of way and easements, if any.

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EXHIBIT A

Gunnison County, CO
10/14/2016 1:26:33 PM
66

642706
Page 2 of 3
R 21.00 D 0.00

IN WITNESS WHEREOF, Grantors have executed this instrument effective the day and year first set forth above.

GRANTORS:

David Stephen Yehle

Christel A. Yehle

ALEXANDER LEE WHITNEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20154022802
My Commission Expires June 10, 2019

STATE OF COLORADO)
) ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 14 day of October, 2016 by David Stephen Yehle, an individual.

Witness my hand and official seal.

Notary Public
My Commission Expires: June 10, 2019

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of October, 2016 by Christel A. Yehle, an individual.

Witness my hand and official seal.

Notary Public
My Commission Expires: 10.4.19

MOLLY T DYER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114063457
MY COMMISSION EXPIRES OCT. 4, 2019

687363
9/22/2022 10:05:06 AM 6 of 12
Gunnison County, CO

EXHIBIT A

Gunnison County, CO
10/14/2016 1:26:33 PM
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642706
Page 3 of 3
R 21.00 D 0.00

687363
9/22/2022 10:05:06 AM 7 of 12
Gunnison County, CO

EXHIBIT A

LEGAL DESCRIPTION

Parcel I: Lot 22, Allen Homesites, according to the recorded plat thereof filed September 27, 1963 with the Clerk and Recorder of Gunnison County, Colorado and bearing Reception No. 256589, County of Gunnison, State of Colorado.

Parcel II: Township 14 South, Range 85 West, 6th P.M.

Section 27: A tract of land located in the W1/2SE1/4, E1/2SW1/4 of said Section more particularly described as follows:

Beginning at the SW corner of said Section 27; thence N 56°31'01" E 2700.80' to the true point of beginning a point on the Southeasterly property line of The Allen Home Sites and the Northwesterly corner of said tract; thence S 6°19'56" E 146.74' along the South side of an existing fence line; thence S 55°10'04" E 166.02' along said fence line; thence S 40°50'15" E 171.48' along said fence line; thence N 78°30'00" E 14.27' along said fence line; thence S 44° 58'59" E 126.59' along said fence line; thence S 44°58'59" E 126.59' along said fence line; thence S 44°00'25" E 57.70' along said fence line; thence S 20°44'27" E 139.35' along said fence line; thence S 30°43'28" W 48.24' to the approximate intersection of Cement Creek and the East River; thence N 56°05'47" W 513.44' along the approximate center line of the East River; thence N 75°54'35" W 139.98' along the approximate center line of said river to the SE corner of the Allen Home Sites; thence N 20°17'00" E 97.9' along the SE property line of the Allen Home Sites to the SE corner of Lot 22 of The Allen Home Sites; thence N 20°17'00" E 139.62' along said property line to the True Point of Beginning, County of Gunnison, State of Colorado.

EXHIBIT B

679292 9/15/2021 12:26:19 PM Page 1 of 2
Kathy Simillion Gunnison County, CO
R: $448.00 D: 430.00 eRecorded

687363
9/22/2022 10:05:06 AM 8 of 12
Gunnison County, CO

GENERAL WARRANTY DEED

Cement Creek, LLC, a Colorado limited liability company ("Grantor") for good and valuable consideration in hand paid, hereby sells and conveys to **Hunter Family Real Estate, Ltd.** ("Grantee") whose address is 5160 Tennyson Parkway, Suite 1000, Plano, Texas 75024 the following real property:

See EXHIBIT A, attached hereto and incorporated herein,

County of Gunnison,
State of Colorado.

together with all appurtenances, and warrant the title to the same, subject to: statutory exceptions pursuant to Section 38-30-113(5)(a), Colorado Revised Statutes.

Signed this 15 day of September, 2021.

CEMENT CREEK, LLC, a Colorado limited liability company

Paul Allen, Manager

STATE OF COLORADO)
)ss.
COUNTY OF Boulder)

SHELLY HAWKINS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20134040948
MY COMMISSION EXPIRES JUL 1, 2025

The foregoing instrument was acknowledged before me this 15 day of September, 2021, by Paul Allen, Manager of Cement Creek, LLC, a Colorado limited liability company, Grantor.

Witness my hand and official seal.
My Commission Expires: 7/01/2025

(SEAL)

Notary Public

EXHIBIT B

679292
9/15/2021 12:26:19 PM 2 of 2
Gunnison County, CO

687363
9/22/2022 10:05:06 AM 9 of 12
Gunnison County, CO

EXHIBIT A

TOWNSHIP 14 SOUTH, RANGE 85 WEST, 6TH PRINCIPAL MERIDIAN:

SECTION 26: NW¼SW¼, S½N½;

SECTION 27: SE¼, THAT PORTION OF THE E½SW¼ LYING EAST OF THE THREAD OF THE EAST RIVER, AND A TRACT OF LAND LOCATED IN THE SE¼NW¼ OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ¼ CORNER (STEEL AXEL DRIVEN IN THE GROUND) OF SAID SECTION 27 FROM WHENCE THE SOUTHWEST CORNER (BRASS CAPPED PIPE) OF SAID SECTION 27 BEARS SOUTH 46°07'46" WEST, 3708.81, AND ALSO FROM WHENCE THE NORTH ¼ CORNER (ALUMINUM CAPPED REBAR MONUMENT) OF SAID SECTION BEARS NORTH 00°38'52" WEST, 2638.73 FEET; THENCE NORTH 88°49'51" WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 27 A DISTANCE OF 517.64 FEET TO THE EASTERLY BOUNDARY OF LOT NO. 2 OF THE ALLEN HOME SITES, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1963 UNDER RECEPTION NO. **256589**;

THENCE NORTH 13°59'34" WEST ALONG SAID EASTERLY BOUNDARY OF LOT NO. 2 A DISTANCE OF 51.03 FEET TO AN ALUMINUM CAPPED (STAMPED 11250) REBAR MARKING THE MOST NORTHERLY CORNER OF SAID LOT NO. 2; THENCE NORTH 89°29'52" EAST ALONG AN EXISTING FENCE LINE 529.16 FEET TO THE SAID NORTHSOUTH CENTERLINE OF SECTION 27; THENCE SOUTH 00°38'52" EAST ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 64.72 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT ANY PORTION LYING WITHIN THE ALLEN HOMESITES, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1963 UNDER RECEPTION NO. **256589**;

ALSO LESS AND EXCEPT ANY PORTION THEREOF SHOWN ON THE BOUNDARY ADJUSTMENT OF LOT 22, ALLEN HOMESITES RECORDED MARCH 24, 2004 UNDER RECEPTION NO. **540064**;

SECTION 34: THAT PORTION OF THE NE¼ AND THE NE¼SE¼ LYING EAST OF THE THREAD OF THE EAST RIVER;

TOGETHER WITH ALL REAL PROPERTY ACQUIRED BY CEMENT CREEK LLC, A COLORADO LIMITED LIABILITY COMPANY IN BOUNDARY AGREEMENT RECORDED MAY 17, 2007 UNDER RECEPTION NO. **575366**;

LESS AND EXCEPT ALL REAL PROPERTY CONVEYED TO CLARKE CHILDREN IRREVOCABLE LIFE INSURANCE TRUST AND PEAVY CHILDREN UTUGMA TRUST NO. 1 IN BOUNDARY AGREEMENT SURVEY RECORDED MAY 17, 2007 UNDER RECEPTION NO. **575366**;

ALSO LESS AND EXCEPT ANY PORTION THEREOF CONVEYED TO THE CONDRAY FAMILY TRUST AND THE FIRST NATIONAL BANK & TRUST CO., CHICKASHA IN AGREEMENT RECORDED SEPTEMBER 22, 2014 UNDER RECEPTION NO. **628984**

COUNTY OF GUNNISON,
STATE OF COLORADO.

EXHIBIT B

Gunnison County, CO
9/20/2021 3:35:32 PM
319

679449
Page 1 of 1
R 13.00 D 0.00

687363
9/22/2022 10:05:06 AM 10 of 12
Gunnison County, CO

QUITCLAIM DEED

Stewart Hunter (Grantor), for $10.00 and other good and valuable consideration, in hand paid, hereby sells and quitclaims to **Hunter Family Real Estate, Ltd., a Texas limited partnership**, whose address is 5160 Tennyson Parkway, Suite 1000, Plano, Texas 75024 (Grantee), the following real property in the County of Gunnison, State of Colorado, to wit:

> All of Seller's rights, title, and interest in all lands and easements located in Township Fourteen (14) South, Range Eighty-Five (85) West, Sixth Principal Meridian

with all appurtenances.

Signed this 20th day of September, 2021.

Stewart Hunter

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 20 day of September, 2021, by Stewart Hunter. Witness my hand and official seal. My commission expires:

02-22-2024.

Notary Public

ERIN A CROKE
Notary Public
State of Colorado
Notary ID # 20124010534
My Commission Expires 02-22-2024

Exhibit C

An easement for the purpose of ingress, egress and utilities located within portions of the East ½ of the Southwest ¼ of Section 27, Township 14 South, Range 85 West, 6th Principal Meridian more particularly described as follows:

Beginning at a point on the easterly Subdivision Boundary of Allen Homesites Subdivision from whence the Easterly most corner of said Subdivision bears North 20° 17' 00" East, 311.63 feet, being the true point of beginning of the herein described easement. Thence South 7° 24' 55" East, 8.15 feet more or less to a fence corner. Thence along an existing fence line, South 6° 34' 30" East, 61.60 feet. Thence South 69° 30' 00" West, 41.76 feet more or less to said Subdivision Boundary. Thence along said Subdivision Boundary, North 20° 17' 00" East, 86.97 feet to the true point of beginning of the herein described easement.

Said easement contains 1,418 square feet.

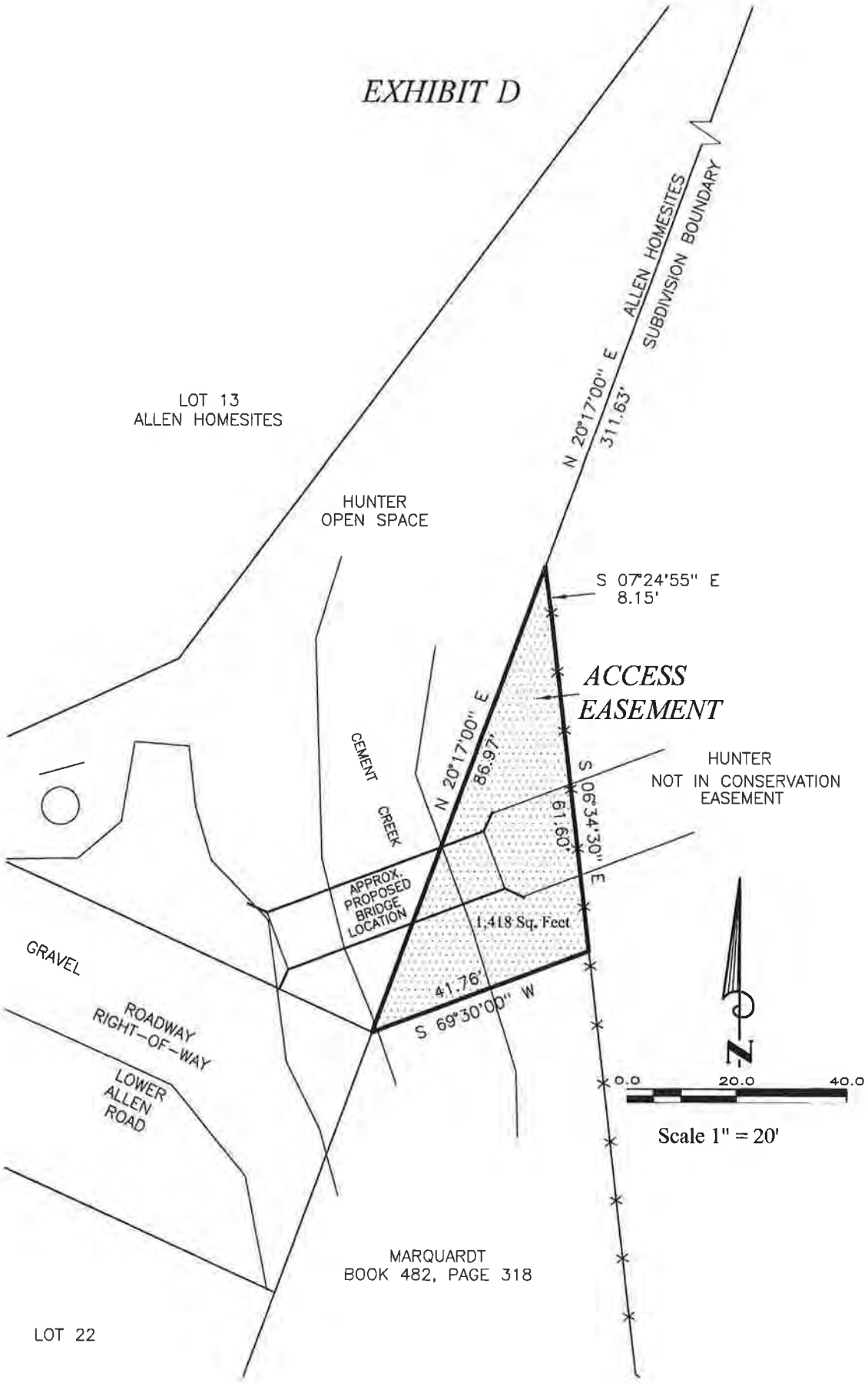


EXHIBIT D
LOT 13
ALLEN HOMESITES
HUNTER
OPEN SPACE
N 20°17'00" E
311.63'
ALLEN HOMESITES
SUBDIVISION BOUNDARY
S 07°24'55" E
8.15'
ACCESS
EASEMENT
N 20°17'00" E
86.97'
S 05°34'30" E
61.60'
HUNTER
NOT IN CONSERVATION
EASEMENT
CEMENT
CREEK
APPROX.
PROPOSED
BRIDGE
LOCATION
1,418 Sq. Feet
41.76'
S 69°30'00" W
GRAVEL
ROADWAY
RIGHT-OF-WAY
LOWER
ALLEN
ROAD
MARQUARDT
BOOK 482, PAGE 318
LOT 22
N
0.0
20.0
40.0
Scale 1" = 20'

David Stephen Yehle
2283 S. Franklin St., Denver, CO 80210

To: Gunnison County

Re: Stewart Hunter 11-7 Ranch Driveway Approval

Dear Gunnison County Representatives,

I own 262 Lower Allen Road, Crested Butte, CO 81224. I granted the easement recorded at Reception No. 687363 in favor of Hunter Family Real Estate, Ltd. ("Hunter") in order to accommodate and facilitate a bridge across the river to the Hunter property, which is adjacent to my property. I have reviewed the plans prepared by SGM dated September 19, 2025, entitled "Stewart Hunter 11-7 Ranch Driveway" (the "Plans"). I approve of these Plans and support the Hunter Family's request to construct the bridge shown on the Plans and improve the end of Lower Allen Road on and adjacent to my property, all as shown on the Plans.

Sincerely,

David S Yehle

David Stephen Yehle

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS ALBUQUERQUE DISTRICT

July 8, 2025

Regulatory Division

SUBJECT: Nationwide Permit Verification (SPA-2025-00186)

11-7 Ranch.
Attn: Stewart Hunter
180 Upper Allen Road
Crested Butte, CO 81224
shunter@benchmark.us

Dear Mr. Hunter:

We are responding to your pre-construction notification (PCN) received by this office on May 14, 2025, requesting verification under a nationwide permit (NWP) for the 11-7 Ranch Cement Creek Bridge project. The project site is located on Cement Creek immediately upstream of its confluence with the East River, at approximately Latitude 38.804931, Longitude -106.881633, in Gunnison County, Colorado.

Based on the information provided, we have determined that the 11-7 Ranch Cement Creek Bridge project involves the discharge of dredged or fill material into waters of the United States, subject to Section 404 of the Clean Water Act. The specific activity that requires a Department of the Army permit is the discharge of fill material for a 48 ft clear span bridge, resting on concrete abutments that will be protected from scour by the placement of riprap along the banks of the stream. The project will permanently impact a total of 0.0496 acres of wetland waters (0.0141 acre of Wetland A and 0.0355 acre of Wetland B) and will be conducted as described in the referenced PCN.

We have determined that activities associated with the project are authorized by NWP 14, Linear Transportation Projects. A summary of this NWP and the 2021 Colorado, Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification (Enclosure 1) and return it to this office within 30 days after completion of the authorized work.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect on federally listed species or their critical habitat. Additionally, the project has no potential to cause effects to historic properties. However, these determinations may be invalidated if the project is not completed as authorized or you did not provide accurate information in your PCN.

This permit verification is valid until March 14, 2026, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority, and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/.

Please refer to identification number SPA-2025-00186 in any correspondence concerning this project. If you have any questions, please contact me by email at Trevon.W.Stephens@usace.army.mil, or telephone at 801-295-8380 ext. 8311.

Sincerely,

Trevon Stephens

Trevon Stephens
Project Manager
Utah Section

Enclosure

cc:
Alex Nees, Senior Ecologist, alexn@sgm-inc.com

COMPLIANCE CERTIFICATION

Action Number: SPA-2025-00186

Name of Permittee: SGM, Inc., Alexander Nees

Nationwide Permit: 14, Linear Transportation Projects

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Albuquerque District

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

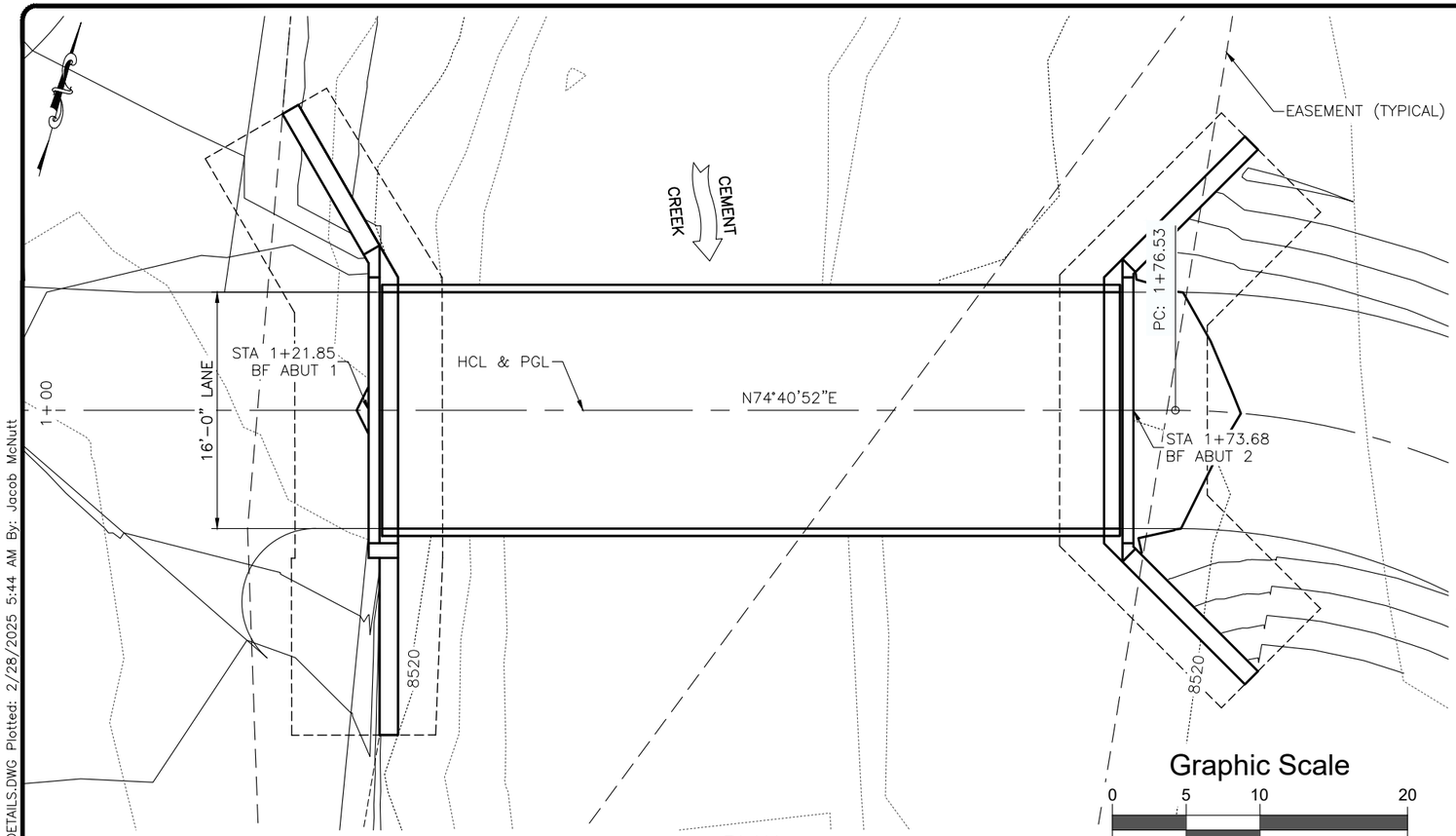
Date Work Started _____

Date Work Completed _____

_____ _____

Signature of Permittee Date

Encl 1

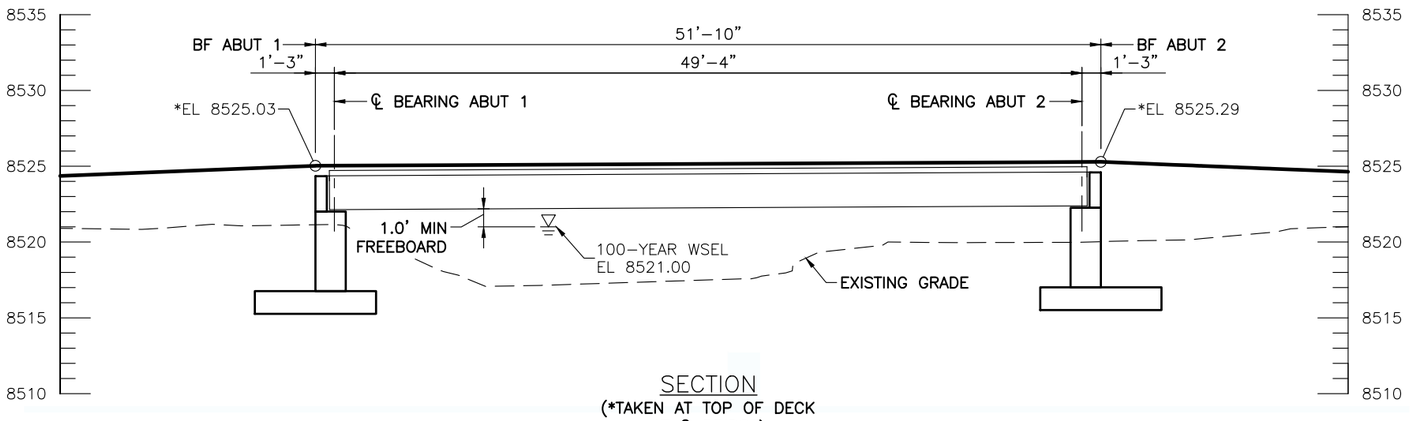


PLAN

Graphic Scale

0 5 10 20

In Feet: 1" = 10'



SECTION
(*TAKEN AT TOP OF DECK AT ℄ BRIDGE)

GENERAL NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DATED 2023; AND AS SUBSEQUENTLY REVISED; THE STANDARD PLANS (M&S STANDARDS) DATED JULY 2019; AND AS SUBSEQUENTLY REVISED; AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.

ALL EXPOSED CONCRETE SURFACES SHALL RECEIVE A CLASS 1 FINAL FINISH TO ONE FOOT BELOW THE GROUND LINE. ALL EXPOSED CONCRETE SHALL BE CHAMFERED ¾".

ALL STRUCTURAL STEEL COMPONENTS, INCLUDING PREFABRICATED BRIDGE, SHALL BE WEATHERING STEEL (ASTM A588 OR A847)

FIELD WELDING OF ANY KIND SHALL NOT BE PERMITTED ON THE STEEL GIRDERS UNLESS SPECIFICALLY CALLED FOR IN THE PLANS.

GRADE 60 REINFORCING STEEL IS REQUIRED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.

STATIONS, ELEVATIONS, AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM A RECENT FIELD SURVEY. THE CONTRACTOR SHALL VERIFY ALL DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING ANY MATERIAL.

ALL LONGITUDINAL AND TRANSVERSE DIMENSIONS ARE MEASURED HORIZONTALLY AND INCLUDE NO CORRECTION FOR GRADE UNLESS OTHERWISE NOTED.

DEWATERING MAY BE REQUIRED DURING CONSTRUCTION, DEWATERING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

DESIGN DATA

AASHTO, 9TH EDITION LRFD WITH CURRENT INTERIMS

DESIGN METHOD: LOAD AND RESISTANCE FACTOR DESIGN

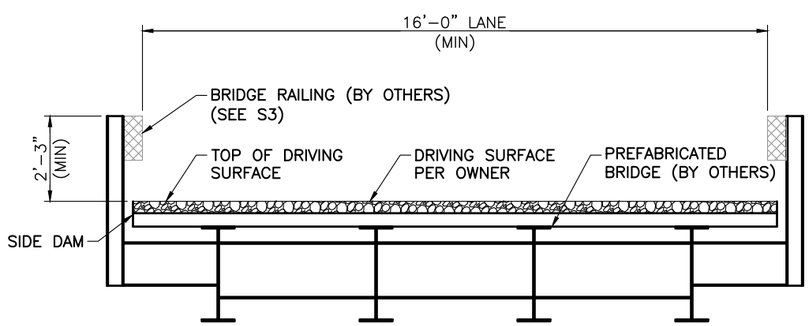
LIVE LOAD: HL-93 (DESIGN TRUCK OR TANDEM, AND DESIGN LANE LOAD)
VEHICULAR LIVE LOAD SURCHARGE 2'-0" OF SOIL

DEAD LOAD: ASSUMES 80 LBS PER SQ FT FOR BRIDGE WEARING SURFACE

REINFORCED CONCRETE:
CLASS D CONCRETE: f'_c = 4,500 PSI
REINFORCING STEEL: f_y = 60,000 PSI

NOMINAL (UNFACTORED) BEARING PRESSURE:
UNDISTURBED NATIVE SOIL = 15,500 PSF (STRENGTH LIMIT STATE)
= 10,000 PSF (SERVICE LIMIT STATE)

FOUNDATIONS SHOULD BEAR ON NATURAL, NATIVE SOIL AT OR BELOW FROST DEPTH AND BELOW ANY EXISTING MANMADE FILL PER THE GEOTECHNICAL REPORT BY CMT TECHNICAL SERVICES (PROJECT 23.6149) DATED 01/12/2024. FOUNDATION EXCAVATION SHOULD BE OBSERVED BY A CMT REPRESENTATIVE PRIOR TO THE PLACEMENT OF REINFORCING STEEL OR CONCRETE.



SUPERSTRUCTURE TYPICAL SECTION

Computer File Information	
Print Date: 2/28/25	
Last Modification Date: 2/27/25	
Drawing File Name: BridgeDetails	
Autocad Ver. #### Scale: As Shown	
SGM Project No.: 2021-638.001	Quality Control: MLF

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

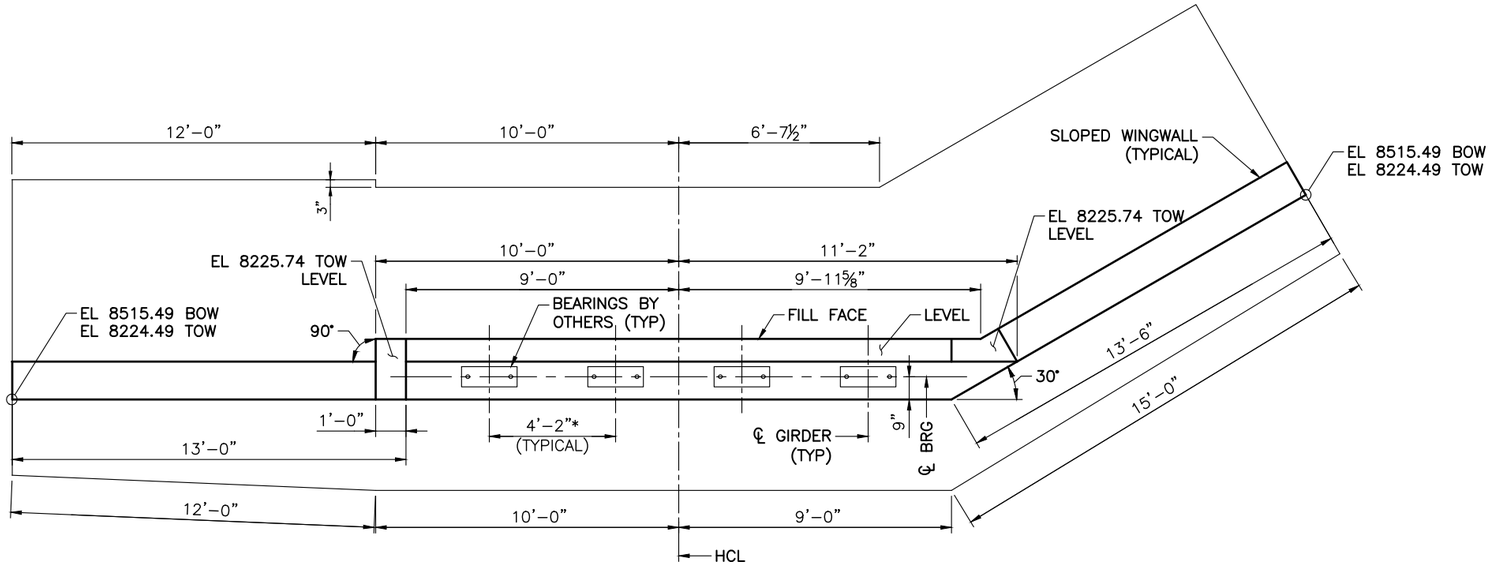
SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

As Constructed
No Revisions:
Revised:
Void:

11-7 RANCH STEWART HUNTER			
Engineer:	JNM	Structure Numbers	-
Drawn By:	JNM		-
Sheet Subset:	STRUCT	Subset Sheets:	S1 of S3

Project No./Code	
	-
	-
Sheet Number	S1

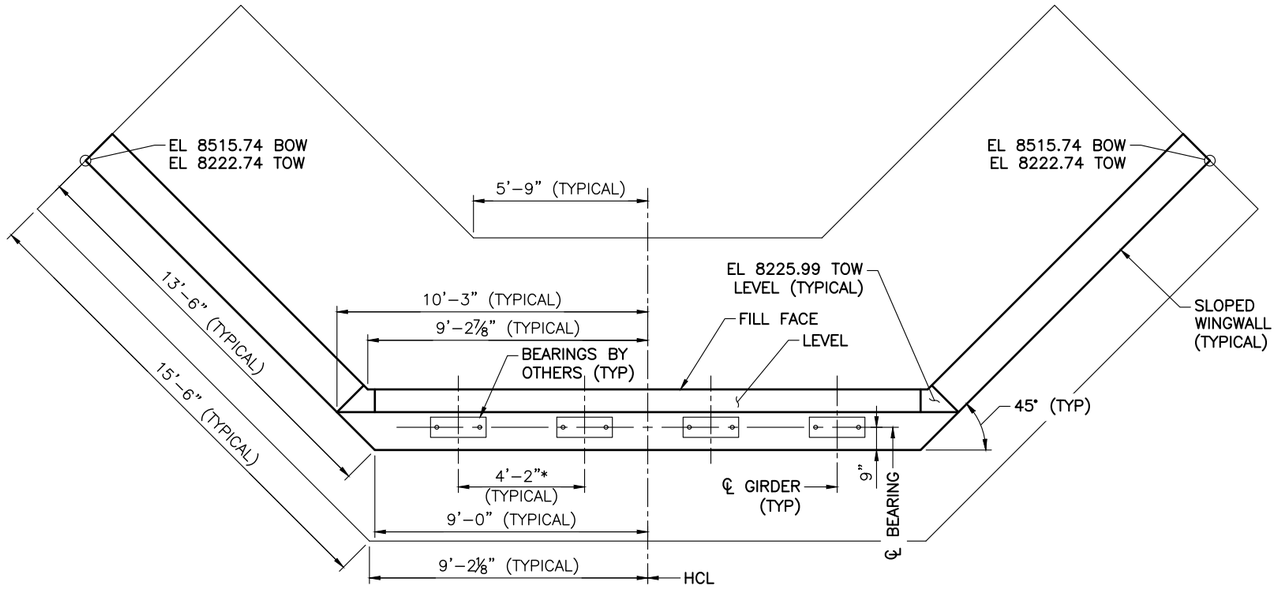
I:\GUNNISON\2021\2021-638-HUNTERPOGNARANCH\001\H-DWGS\STRUC\PS-SHEETSET\BRIDGEDETAILS.DWG Plotted: 2/28/2025 5:44 AM By: Jacob McNutt



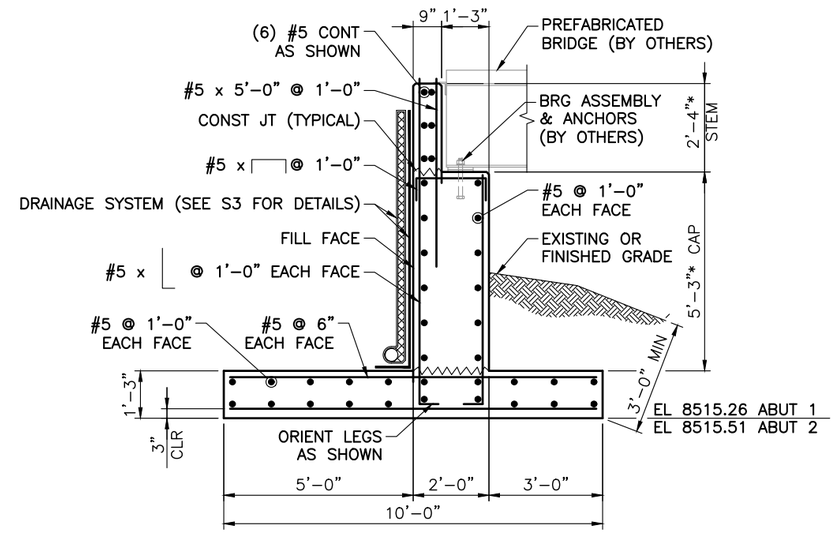
ABUTMENT 1 PLAN

NOTES:

1. CONCRETE SHALL BE CDOT CLASS D.
2. PROVIDE 2" CLEAR COVER UNLESS NOTED OTHERWISE.
3. EXPOSED CORNERS SHALL BE CHAMFERED ¾".
4. DIMENSIONS SHOWN WITH AN * INDICATE THESE MAY BE ADJUSTED BY THE ENGINEER AFTER REVIEW OF THE PREFABRICATED BRIDGE SHOP DRAWINGS.
5. SEE SHEET S3 FOR ADDITIONAL WINGWALL INFORMATION.



ABUTMENT 2 PLAN



ABUTMENT DETAILS

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Last Modification Date: 2/27/25	
Drawing File Name: BridgeDetails	
Autocad Ver. #### Scale: NTS	
SGM Project No.: 2021-638.001	Quality Control: MLF

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

As Constructed
No Revisions:
Revised:
Void:

11-7 RANCH STEWART HUNTER			
Engineer:	JNM	Structure Numbers	-
Drawn By:	JNM		-
Sheet Subset:	STRUCT	Subset Sheets:	S2 of S3

Project No./Code
-
-
Sheet Number S2

I:\GUNNISON\2021\2021-638-HUNTERPOGNARANCH\001\H-DWGS\STRUC\PS-SHEETSET\BRIDGEDETAILS.DWG Plotted: 2/28/2025 5:45 AM By: Jacob McNutt

TRAFFIC RAIL DESIGN CRITERIA

TRAFFIC RAILING AND ASSOCIATED COMPONENTS SHALL BE DESIGN PER THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LOAD AND RESISTANCE FACTOR DESIGN (LRFD) BRIDGE DESIGN SPECIFICATIONS, CURRENT EDITION WITH INTERIMS. DESIGN SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING PROVISIONS.

EXTREME EVENT LIMIT STATE LOAD COMBINATION:
(1.0)(DC)+(0.50)(LL, PL)+(1.0)(CT) WHERE,

- DC = DEAD LOAD OF STRUCTURAL COMPONENTS AND NONSTRUCTURAL ATTACHMENTS
- LL = VEHICULAR LIVE LOAD
- PL = PEDESTRIAN LIVE LOAD
- CT = VEHICULAR COLLISION FORCE

AASHTO LRFD A13.2: "RAILING DESIGN FORCES AND GEOMETRIC CRITERIA TO BE USED IN DEVELOPING TEST SPECIMENS FOR A CRASH TEST PROGRAM SHOULD BE TAKEN AS SPECIFIED IN TABLE A13.2–1 AND ILLUSTRATED IN FIGURE A13.2–1. THE TRANSVERSE AND LONGITUDINAL LOADS GIVEN IN TABLE A13.2–1 NEED NOT BE APPLIED IN CONJUNCTION WITH VERTICAL LOADS"

TABLE A13.2–1 – DESIGN FORCES FOR TRAFFIC RAILINGS

DESIGN FORCES AND DESIGNATIONS	TL–1
F_T TRANSVERSE (KIPS)	13.5
F_L LONGITUDINAL (KIPS)	4.5
F_V VERTICAL (KIPS)	4.5
L_T AND L_L (FT)	4.0
L_V (FT)	18.0
H_E (MIN) (IN)	18.0
MINIMUM H HEIGHT OF RAIL (IN)	27.0

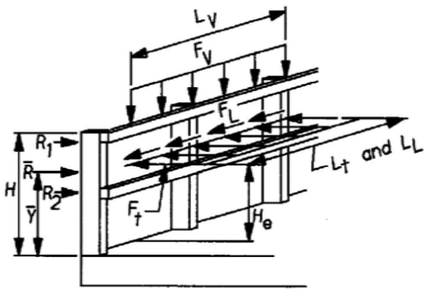
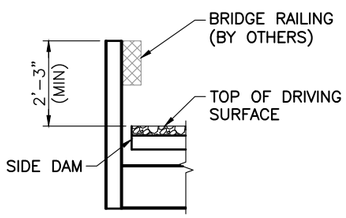
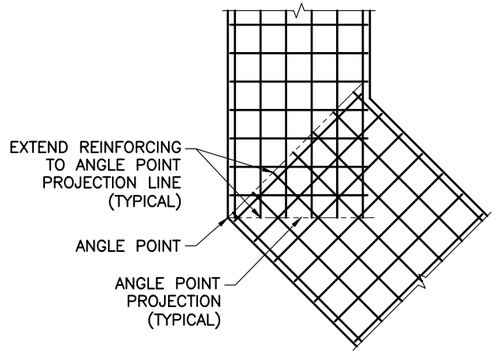


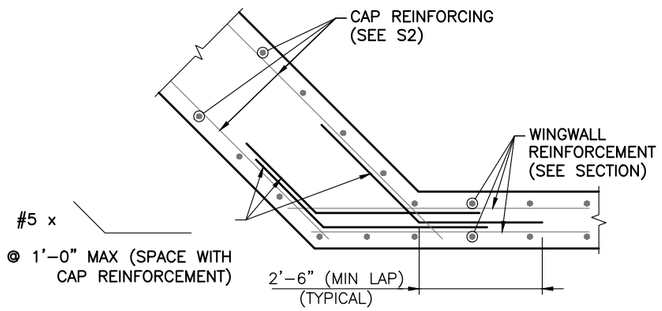
Figure A13.2-1—Metal Bridge Railing Design Forces, Vertical Location, and Horizontal Distribution Length



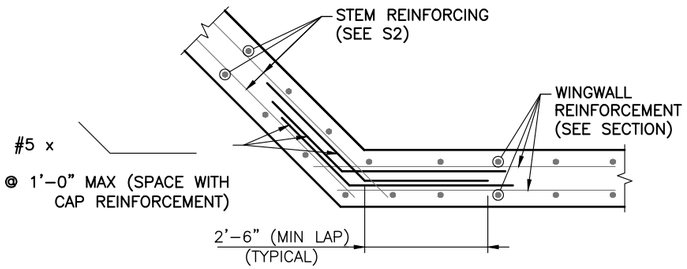
BRIDGE RAIL GEOMETRY



FOOTING CORNER DETAILS



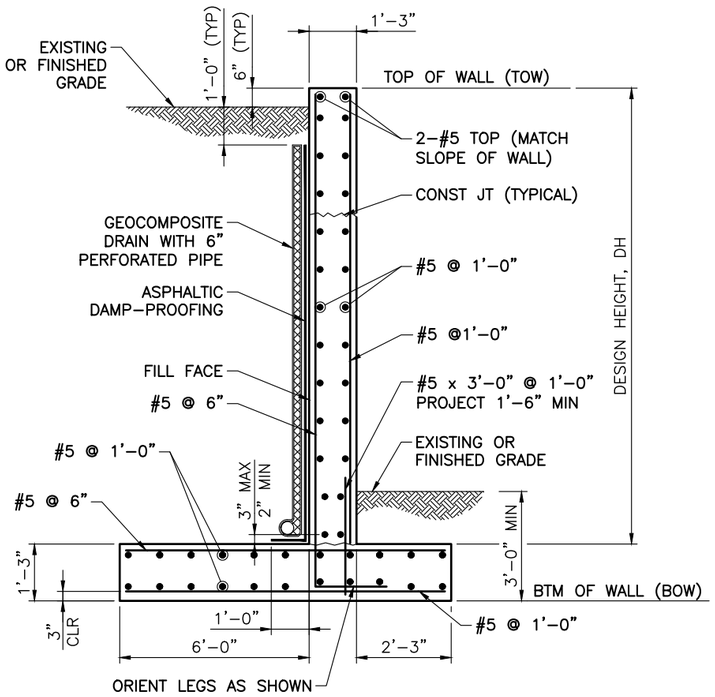
CAP–TO–WINGWALL CORNER DETAILS



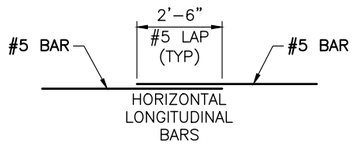
STEM–TO–WINGWALL CORNER DETAILS

NOTES:

1. CONCRETE SHALL BE CDOT CLASS D.
2. PROVIDE 2" CLEAR COVER UNLESS NOTED OTHERWISE.
3. EXPOSED CORNERS SHALL BE CHAMFERED ¾".
4. CONNECT DRAINAGE SYSTEMS ALONG WINGWALLS AND ABUTMENT. SLOPE PERFORATED PIPE AT 2% GRADE MINIMUM. AFTER CLEARING DOWNSTREAM WING CONTINUE THE RUN TO DAYLIGHT WITH NON–PERFORATED PIPE.



WINGWALL TYPICAL SECTION



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Last Modification Date:	2/27/25
Drawing File Name:	BridgeDetails
Autocad Ver. ####	Scale: As Shown
SGM Project No.:	2021-635.001
Quality Control:	MCF

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

As Constructed
No Revisions:
Revised:
Void:

11-7 RANCH STEWART HUNTER			
Engineer:	JNM	Structure Numbers	-
Drawn By:	JNM		-
Sheet Subset:	STRUCT	Subset Sheets:	S3 of S3

Project No./Code	
-	
-	
Sheet Number	S3

I:\GUNNISON\2021\2021-638-HUNTERPOGNARANCH\001\H-DWGS\STRUC\PS-SHEETSET\BRIDGEDETAILS.DWG Plotted: 2/28/2025 5:50 AM By: Jacob McNutt

National Flood Insurance Program

Elevation Certificate

and Instructions

2022 EDITION

FEMA

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE AND INSTRUCTIONS

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

PRIVACY ACT STATEMENT

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of documenting compliance with National Flood Insurance Program (NFIP) floodplain management ordinances for new or substantially improved structures in designated Special Flood Hazard Areas. This form may also be used as an optional tool for a Letter of Map Amendment (LOMA), Conditional LOMA (CLOMA), Letter of Map Revision Based on Fill (LOMR-F), or Conditional LOMR-F (CLOMR-F), or for flood insurance rating purposes in any flood zone.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/ FEMA-003 – *National Flood Insurance Program Files System of Records Notice* 79 Fed. Reg. 28747 (May 19, 2014) and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may impact the flood insurance premium through the NFIP. Information will only be released as permitted by law.

PURPOSE OF THE ELEVATION CERTIFICATE

The Elevation Certificate is an important administrative tool of the NFIP. It can be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

The Elevation Certificate is used to document floodplain management compliance for Post-Flood Insurance Rate Map (FIRM) buildings, which are buildings constructed after publication of the FIRM, located in flood Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, and A99. It may also be used to provide elevation information for Pre-FIRM buildings or buildings in any flood zone.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. Lowest Adjacent Grade (LAG) elevations certified by a land surveyor, engineer, or architect, as authorized by state law, will be required if the certificate is used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. A LOMA, CLOMA, LOMR-F, or CLOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 application package, whichever is appropriate. If the certificate will only be completed to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, there is an option to document the certified LAG elevation on the Elevation Form included in the MT-EZ and MT-1 application.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the BFE. A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

The expiration date on the form herein does not apply to certified and completed Elevation Certificates, as a completed Elevation Certificate does not expire, unless there is a physical change to the building that invalidates information in Section A Items A8 or A9, Section C, Section E, or Section H. In addition, this form is intended for the specific building referenced in Section A and is not invalidated by the transfer of building ownership.

Additional guidance can be found in FEMA Publication 467-1, *Floodplain Management Bulletin: Elevation Certificate.*

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

A1. Building Owner's Name: Stewart Hunter (Hunter Family Real Estate LTD

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
180 Upper Allen Rd (Parcel Number 325727300027)

City: Unincorporated Gunnison County State: CO ZIP Code: 81224

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number:
Gunnison County Parcel Number 325727300027

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): Bridge over Cement Creek

A5. Latitude/Longitude: Lat. 38.804849 Long. -106.881410 Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: NA

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): NA sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: NA Engineered flood openings: NA

d) Total net open area of non-engineered flood openings in A8.c: NA sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): NA sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): NA sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: NA sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: NA Engineered flood openings: NA

d) Total net open area of non-engineered flood openings in A9.c: NA sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): NA sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): NA sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: Gunnison County Colorado B1.b. NFIP Community Identification Number: 08051

B2. County Name: Gunnison County B3. State: CO B4. Map/Panel No.: 0742 B5. Suffix: D

B6. FIRM Index Date: May 16, 2013 B7. FIRM Panel Effective/Revised Date: May 16, 2013

B8. Flood Zone(s): AE B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): 8521.00

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ☒ FIRM ☐ Community Determined ☐ Other: FIRM for East River Separate HEC-RAS for Cement

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
180 Upper Allen Rd (Parcel Number 325727300027)
City: Unincorporated Gunnison Coul State: CO ZIP Code: 81224

FOR INSURANCE COMPANY USE

Policy Number:
Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ☒ NAVD 1988 ☐ Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☒ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):		☐ feet ☐ meters
b) Top of the next higher floor (see Instructions):		☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	8522.00	☒ feet ☐ meters
d) Attached garage (top of slab):		☐ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):		☐ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☐ Finished		☐ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☐ Finished		☐ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:		☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☒ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: Tyler Harpel License Number: 44306
Title: Professional Engineer
Company Name: SGM
Address: 103 West Tomichi Ave, Suite A
City: Gunnison State: CO ZIP Code: 81230

Signature: Date: 8/2/2024
Telephone: 970-641-5355 Ext.: Email: tylerh@sgm-inc.com

Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

This Flood Elevation Certificate is for a new Bridge over Cement Creek with more than 1' free-board

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____
	Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: Rewk Patten

Address: PO Box 1970

City: Crested Butte State: Co ZIP Code: 81224

Signature: _____ Date: 8/5/24

Telephone: 9703061610 Ext: _____ Email: rewk.patten@gmail.com

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____
	Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____
	Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–9.** Top of bottom floor (include above-grade floors only for buildings with subgrade crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption: **Clear Photo One**

Photo Two

Photo Two Caption: **Clear Photo Two**

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption: **Clear Photo Three**

Photo Four

Photo Four Caption: **Clear Photo Four**

INSTRUCTIONS FOR COMPLETING THE ELEVATION CERTIFICATE

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by state law to certify elevation information when elevation information is required or used for Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, or A99.

Community officials who are authorized by law or ordinance to provide floodplain management information (herein referred to as "local floodplain management official") may also complete this form. For Zones AO, AR/AO, and A (without BFE), a local floodplain management official, a property owner, or an owner's authorized representative may provide floodplain management compliance information on this certificate in Section E, unless the elevations are intended for use in supporting a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA, CLOMA, LOMR-F, or CLOMR-F.

The property owner, the owner's authorized representative, or local floodplain management official can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

For insurance purposes only, a local floodplain management official, a property owner, or an owner's authorized representative may provide First Floor Height details in Section H for any zone.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

Note: Section C can be used for insurance and compliance in any zone; however, Section E can be used only for compliance in Zone AO *and Zone* A.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address or property description (e.g., lot and block numbers or legal description), and/or tax parcel number. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home. For properties with multiple buildings, include a description for the specific building.

A map may be attached to this certificate to show the location of the building on the property. A tax map, Flood Insurance Rate Map (FIRM), or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non- residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.504322°, −110.758522°) or degrees, minutes, seconds (e.g., 39° 30' 15.56", −110° 45' 30.68") format. If decimal degrees are used, provide coordinates to at least six decimal places or better. When using degrees, minutes, seconds, provide seconds to at least two decimal places or better. Provide the datum of the latitude and longitude coordinates (FEMA prefers the use of NAD 1983). Indicate the method or source used to determine the latitude and longitude in the Comments area of the appropriate section. When the latitude and longitude are provided by a land surveyor, check the "Yes" box in Section D.

Item A6. The certifier must provide at least two and when possible four photographs showing each side of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and Building Diagram number provided in Item A7. To the extent possible, these photographs should show the entire building including foundation. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3"×3". Digital photographs are acceptable. Additional photographs may be requested by local floodplain management officials or for insurance purposes to show additional detail regarding the building characteristics or features.

Item A7. Select the Building Diagram (shown on pages 17-19) that best represents the building. Then enter the diagram number and use *the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram,* select the diagram that most closely resembles the building being certified.

Item A8.a. Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6-9 on pages 18-19. Diagram 2A, 2B, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides. If there is no crawlspace or enclosure, enter "N/A" for Items A8.a-f.

Item A8.b. Indicate if there is at least one permanent flood opening within 1.0 foot of the adjacent grade on at least two exterior walls of each enclosed area identified in A8.a. A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention. If the crawlspace or enclosure(s) have no permanent flood openings, or if none of the openings are within 1.0 foot above adjacent grade, enter "0" (zero) in Item A8.c-f. If there is no crawlspace or enclosure, enter "N/A".

SECTION A – PROPERTY INFORMATION *(Continued)*

Item A8.c. Enter the total number of permanent non-engineered and/or engineered flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. If the interior grade elevation is used, note this in the Comments area of Section D.

Item A8.d. Enter the total measured net open area of permanent non-engineered flood openings indicated in A8.c in square inches, excluding any bars, louvers, or other covers of the permanent flood openings. Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. If the net open area cannot be measured, provide in the Comments area of the appropriate section the size of the flood openings without consideration of any covers and indicate the type of cover that exists in the flood openings.

Item A8.e. Enter the total rated area of the permanent engineered flood openings indicated in A8.c, in square feet. Attach a copy of the Individual Engineered Flood Openings Certification for a specific building or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) for all engineered openings, and indicate the manufacturer's name and model number in the Comments area of the appropriate section, if applicable. Flood openings cannot be considered engineered flood openings without documentation. If no documentation is available/ provided, enter the net open (unobstructed) area of the flood openings in A8.d instead.

Item A8.f. *Complete only if permanent engineered and permanent non-engineered flood openings are both present. Enter the sum of A8.d (net* open area of all non-engineered openings) and A8.e (total rated area of all engineered openings). Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. For example, a non-engineered opening with 140 sq. in. of net open area (i.e., rated for 140 sq. ft. of enclosure area), combined with two (2) engineered openings rated for 200 sq. ft. each, would yield 140 + 400 = 540 sq. ft. rated area. If either A8.d or A8.e is "0", then enter "N/A" for A8.f.

Item A9.a. Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage. If there is no attached garage, enter "N/A" for items A9.a-f.

Item A9.b. Indicate if there is at least one permanent flood opening within 1.0 foot of the adjacent grade on at least two exterior walls of the attached garage identified in A9.a. If the attached garage has no permanent flood openings, or if none of the openings are within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.c-f. If there is no attached garage, enter "N/A".

Item A9.c. Enter the total number of permanent non-engineered and/or engineered flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. If the interior grade elevation is used, note this in the Comments area of Section D.

Item A9.d. Enter the total measured net open area of permanent non-engineered flood openings indicated in A9.c in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A9.d. Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. If the net open area cannot be measured, provide in the Comments area of the appropriate section the size of the flood openings without consideration of any covers and indicate the type of cover that exists in the flood openings.

Item A9.e. Enter the total rated area of the permanent engineered flood openings indicated in A9.c in square feet. Attach a copy of the Individual Engineered Flood Openings Certification for a specific building or an Evaluation Report issued by the ICC ES for all engineered openings, and *indicate the manufacturer's name and model number in the Comments area of the appropriate section, if applicable. Flood openings cannot be* considered engineered flood openings without documentation. If no documentation is available/provided, enter the net open (unobstructed) area of the flood openings in A9.d instead.

Item A9.f. Complete only if permanent engineered and permanent non-engineered flood openings are both present. Enter the sum of A9.d (net open area of all non-engineered openings) and A9.e (total rated area of all engineered openings). Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. For example, a non-engineered opening with 140 sq. in. of net open area (i.e., rated for 140 sq. ft. of enclosure area), combined with two (2) engineered openings rated for 200 sq. ft. each, would yield 140 + 400 = 540 sq. ft. rated area. If either A9.d or A9.e is "0", then enter "N/A" for A9.f.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate using the Flood Insurance Study (FIS) and FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIS and the FIRM panel that includes the building's location. Information about the current FIS and FIRM is available from FEMA by visiting msc.fema.gov or contacting the local floodplain management official. If a Letter of Map Amendment (LOMA), Letter of Map Revision Based on Fill (LOMR-F), or Letter of Map Revision (LOMR) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that was mapped in one community but is now in another community due to annexation or dissolution, enter the community name and six-digit Community Identification Number of the community in which the building is now located in Items B1.a and B1.b; the name of the county or new county, if necessary, in Item B2; and the FIRM index date for the community identified in B1.a, in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Note: Indicate in the Comments area of Section D if using information based on best available data, such as base-level engineering or advisory flood hazard data (contact the local floodplain management official to confirm).

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION *(Continued)*

Items B1.a–b NFIP Community Name and Community Identification Number. Enter the complete name of the community in which the building is located in B1.a, and the associated six-digit Community Identification Number in B1.b. For an unincorporated area of a county, enter the county name and "unincorporated area", and the six-digit number of the county. For a newly incorporated community, use the name and six-digit number of the new community. Under the NFIP, a "community" is any state or area or political subdivision thereof, or any Indian tribe or authorized native organization which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's website at www.fema.gov/national-flood-insurance-program-community-status-book.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter the county name. For an independent city, enter "independent city."

Item B3. State. Enter the two-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a four-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the effective date shown on the current FIRM panel. The current FIRM panel effective date can be determined by visiting msc.fema.gov or contacting the local floodplain management official. If the area where the building is located was revised by a LOMR, include the LOMR effective date and the LOMR case number in the comments area of Section D.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas (SFHAs). Each flood zone is defined in the legend of the FIRM panel on which it appears. If the area where the building is located was revised by a LOMA, CLOMA, LOMR-F, or CLOMR-F, include the flood zone shown on the LOMA, CLOMA, LOMR-F, or CLOMR-F, and add the effective date and case number in the comments area of Section D.

Item B9. Base Flood Elevation(s) (BFE). Using the appropriate Flood Insurance Study (FIS) Profile, FIS Data Table (e.g. Transect, Floodway, etc.), or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico). If the building is located in more than one flood zone in Item B8, list all appropriate BFEs in Item B9.

BFEs are shown in the FIS or on a FIRM for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, and AR/AH; base flood depths are shown for Zones AO and AR/AO. Use the AR BFE (or base flood depth) if the building is located in any of these zones: AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO.

In A or V zones where BFEs are not provided in the FIS or on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources (e.g., Base Level Engineering) for the building site. For subdivisions and other developments of more than 50 lots or 5 acres in Zone A, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. The BFE entered in Item B9 must be based on hydrologic and hydraulic analyses. In an A Zone where BFEs are not obtained from another source, enter N/A in Item B9 and complete Section E.

Item B10. Indicate the source of the BFE or base flood depth that you entered in Item B9. If the BFE is from a source other than the FIS, FIRM, or community, include the name of the study, the agency or company that produced it, and the date when the study was completed. Visit msc.fema.gov or contact the local floodplain management official to access the current FIS and FIRM.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection. CBRS areas and OPAs are no longer shown on the FIRM; please use the maps available at www.fws.gov/cbra/maps/index.html to complete Item B12. Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA website at www.fema.gov/national-flood-insurance-program/coastal-barrier-resources-system.

Item B13. Indicate whether the building is located seaward of the Limit of Moderate Wave Action (LiMWA). If the LiMWA is not shown on the FIRM, check the "No" box. Information about the LiMWA and other coastal flood zones may be obtained on the FEMA website at www.fema.gov/flood-maps/coastal/insurance-rate-maps.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or A99. If the Certificate is being completed to demonstrate compliance with local floodplain management requirements, contact the local floodplain management official to find out any additional requirements. Section C may also be completed for insurance purposes to determine the building's First Floor Height in any flood zone (including Zones AO, AR/AO, B, C, X and D). In addition, complete Section C if this certificate is being used to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

To ensure that all required elevations are obtained, it may be necessary to physically enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or Machinery and Equipment (M&E)).

Land surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain management official of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all three cases, use the Comments area of Section D to provide the elevation and a brief description of how the elevation was obtained.

Note: If any item does not apply to the building, enter "N/A" for not applicable.

Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first two choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select "Finished Construction" only when all M&E such as furnaces, water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an Online Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted.

Note: Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico); if data is surveyed to the nearest hundredth, round to the nearest tenth.

Item C2.a. Enter the elevation measured at the top of the bottom floor (excluding the attached garage) indicated by the selected Building Diagram (Item A7). For buildings elevated on a crawlspace, Building Diagrams 8 and 9, enter the lowest elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents).

Item C2.b. For Building Diagrams 2A through 9 in any flood zone, including Zones B, C, X, and D, enter the elevation measured at the top of the next higher floor (excluding the attached garage) indicated by the selected Building Diagram (Item A7). For buildings requiring more than two floors or levels to be surveyed, such as those with multiple floors or multi-level enclosures, enter the additional surveyed elevations and floor descriptions in the Section D Comments, and clarify which floors are entered as Item C2.a and C2.b.

Item C2.c. For floodplain management compliance, this elevation is required for all Building Diagrams 5 and 6 in V Zones in areas seaward of the LiMWA, and in other areas regulated for coastal flooding hazards. Enter the elevation measured at the bottom of the lowest horizontal structural member of the floor indicated by the selected Building Diagram (Item A7) or the figure below. This elevation can be entered for Building Diagrams 5 and 6 in any flood zone, including Zones B, C, X, and D. For Building Diagrams other than 5 and 6 (if applicable), enter the C2.c elevation as indicated in the figure below. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item C2.d. If there is an attached garage, enter the lowest elevation for top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the Building Diagrams.)

Item C2.e. Enter the lowest platform, floor, or ground elevation supporting the lowest electrical, heating, ventilation, plumbing, and air conditioning M&E and other utilities servicing the building, which may be located in an attached garage or enclosure or on an open utility platform. Note that elevations for the M&E items are required regardless of their location. Local floodplain management officials are required to ensure that ***all*** new M&E servicing the building are protected from flooding. Thus, local officials may require that elevation information for all M&E, including ductwork, be documented on the Elevation Certificate. If the M&E is mounted to a wall, pile, etc., enter the platform elevation of the M&E. Indicate the lowest M&E type and its general location (e.g., on floor inside garage, on platform affixed to exterior wall) in the Comments area of Section D or Section G, as appropriate.

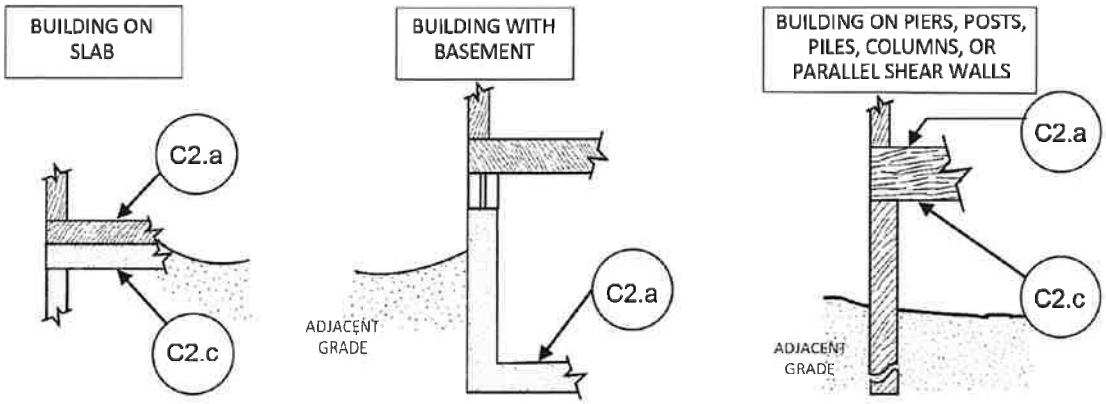
Note: For more guidance on floodplain management compliance for utilities, including M&E, refer to FEMA P-348, *Protecting Building Utility Systems from Flood Damage*. The list of M&E and the elevation requirements for documenting floodplain management compliance are different than the NFIP insurance M&E discount eligibility considerations. See Section H Instructions for additional information.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED) *(Continued)*

Item C2.f. Enter the finished Lowest Adjacent Grade (LAG) elevation of the ground, sidewalk, or patio slab next to and in direct contact with the building. For a building in Zone AO, use the natural grade elevation, if available. Indicate whether the natural or finished grade was used. If natural grade was used, attach the source of the information (e.g., a grading plan). For buildings under construction in any flood zone, enter the LAG elevation at the time of the survey. **Note:** Natural grade means the undisturbed natural surface of the ground prior to any excavation or fill.

Item C2.g. Enter the finished Highest Adjacent Grade (HAG) elevation of the ground, sidewalk, or patio slab next to and in direct contact with the building. For a building in Zone AO, use the natural grade elevation if available. Indicate whether the natural or finished grade was used. If natural grade was used, attach the source of the information (e.g., a grading plan). For buildings under construction in any flood zone, enter the HAG elevation at the time of the survey.

Item C2.h. Enter the finished LAG elevation of the lowest ground, sidewalk, or patio slab next to and in direct contact with the structurally-attached-deck supports or stairs structurally attached to the building. For buildings under construction in any flood zone, enter the lowest LAG at the time of the survey.



Figures for use in determining Item C2.c

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by state law to certify elevation information. Complete as indicated and place your license number, your seal (as allowed by the state licensing board), your signature, and the date in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D to provide relevant and clarifying information not specified elsewhere on the certificate, including supporting information for latitude/longitude source for A5; openings for A8/A9; LOMR data for Section B; BFE and BFE source data for B9/B10; datum conversion for C2; grading plan for natural grade used in C2.f-g; machinery type and location for C2.e; and any other relevant information identified in the instructions or needed for clarification. If attachments are included, check the attachments box and describe the attachments in the Comments area.

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO, Zone AR/AO, or Zone A (without BFE) and the Certificate is being completed for the purpose of documenting compliance with local floodplain management requirements. If the Certificate is being completed to document compliance in other flood zones, including Zone A (with BFE), to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, or to provide a ground elevation for flood insurance rating, complete Section C instead of Section E. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is not based on the "natural grade." Natural grade means the undisturbed natural surface of the ground prior to any excavation or fill.

Indicate whether the measurements to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first two choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those measurements that can be determined in Items E1–E4. Use the Comments area of Section F to provide measurements obtained from the construction plans or drawings. Select "Finished Construction" only when all Machinery and Equipment (M&E) such as furnaces, water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Note: Enter heights in Items E1–E4 to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items E1.a and b. Enter in Item E1.a the height of the top of the bottom floor (as indicated by C2.a in the selected Building Diagram, Item A7) above or below the natural HAG. Enter in Item E1.b the height of the top of the bottom floor (as indicated by C2.a in the selected Building Diagram, Item A7) above or below the natural LAG. For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the HAG at least as high as the base flood depth on the FIRM.

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE) *(Continued)*

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 18–19), enter the height of the next higher floor or elevated floor (as indicated by C2.b in the selected Building Diagram, Item A7) above or below the HAG.

Item E3. Enter the height, in relation to the HAG next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E4. Enter the height, in relation to the HAG next to the building, of the platform elevation that supports the M&E servicing the building. See Item C2.e for additional details on M&E. Indicate the M&E type in the Comments area of Section F.

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements when completing Sections A, B, and E. If Section E is completed by a property owner or property owner's authorized representative in Zone AO, AR/AO, or A (without BFE), then the community should confirm the heights in Section E to ensure compliance with community floodplain management ordinances. If Section E is completed by a local floodplain management official, then complete Item G2.a and Section G instead of Section F. The address entered in this section must be the actual mailing address of the individual who provided the information on the certificate. Check the box as indicated if including attachments and describe in the Comments area.

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C, E, G or H of this Elevation Certificate and sign this section. Section C may be completed by the local official per the instructions below for Item G1.

Item G1. Check if Section C is completed with elevation data from other documentation that has been signed and sealed by a licensed land surveyor, engineer, or architect who is authorized by state law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by state law to certify elevation information, and you performed the actual survey for a building in any flood zones (including Zones A99, B, C, X and D), you must also complete Section D.

Item G2.a. Check if information is entered in Section E by the community for a building in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when the community certifies Item E5 for a building in Zone AO.

Item G2.b. Check if information is entered in Section H by the community for insurance purposes.

Item G3. Check if the community official is correcting information provided in Sections A, B, E and H. Describe corrections in the Comments area of Section G.

Item G4. Check if the information in Items G5–G11 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G5–G11 provide a way to document these determinations.

Item G5. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G6. Date Permit Issued. Enter the date the permit was issued for the building.

Item G7. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G8. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement (or meets the community's more restrictive standards, if applicable). The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G9.a. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9.b. As-built lowest horizontal structural member. Enter the elevation measured at the bottom of the lowest horizontal structural member of the floor indicated by the selected Building Diagram (Item A7) or in the figure at the end of the instructions for Section C. Indicate the elevation datum used.

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION) *(Continued)*

Item G10.a. BFE. Using the appropriate FIRM panel, FIS, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10.b. Community's minimum elevation or depth requirement. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor or the lowest horizontal structural member to be elevated. Indicate the elevation datum used.

Item G11. Indicate Yes if a variance from the floodplain management regulations (Title 44 CFR § 60.6) has been issued for the building, attach the supporting documentation, and describe the attachment in the Comments area of this section. If no such variance has been issued, indicate No.

Enter your name, title, and telephone number, and the name of the community and add any comments. Sign and enter the date in the appropriate blanks.

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

In any flood zone the property owner, owner's authorized representative, or local floodplain management official may complete this certificate for rating purposes to determine the building's first floor height and identify the elevation of Machinery and Equipment (M&E) servicing the building. Sections A, B, and I must also be completed.

Note: If Sections C and/or E and H are all completed, then information in Section C will prevail for insurance purposes and for compliance.

Item H1.a. For Building Diagrams 1A, 1B, 3, and 5–9 shown on pages 17–19, enter in Item H1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the selected Building Diagram, Item A7) above the LAG. Refer to the arrows on the Foundation Type Diagrams on page 16 that indicate which floor to use to determine the height for Item H1.a.

Item H1.b. For Building Diagrams 2A, 2B, 4, and 6–9 shown on pages 17–19, enter in Item H1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the next higher floor or elevated floor (as indicated in the selected Building Diagram, Item A7) above the LAG. Refer to the arrows on the Foundation Type Diagrams on page 16 that indicate which floor to use to determine the height for Item H1.b.

Note: The LAG is the lowest point of the ground level immediately next to a building.

Item H2. Indicate "Yes" if ***all*** of the following M&E servicing the building, inside or outside the building, are elevated to at least the height of the location shown by the H2 arrow in the Foundation Type Diagrams on page 16: central air conditioner (including exterior compressor), furnace, heat pump (including exterior compressor), water heater, and elevator M&E. For contents-only insurance coverage, ***all*** of the following appliances will need to be elevated to at least the height of the location shown by the H2 arrow in the Foundation Type Diagrams below: clothes washers and dryers and food freezers.

Note: For both building and contents coverage, ***all*** of the M&E and appliances listed above must be elevated per the Foundation Type Diagrams on page 16 to be considered for the M&E mitigation discount.

Indicate "No" if any of the M&E listed above is not elevated to at least the height of the location shown by the H2 arrow in the Foundation Type Diagrams on page 16.

The diagrams on the following page illustrate the six NFIP Foundation Type Diagrams. Each foundation type corresponds with one or more of the eleven Building Diagrams shown at the end of this Elevation Certificate. The arrows on the diagrams indicate which floor to use to determine H1.a and H1.b The arrows marked as H2 show the minimum elevation required to be eligible for the M&E mitigation discount.

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements when completing Sections A, B, and H. If Section H is completed by a local floodplain management official, then complete Item G2.b and Section G instead of Section I. The address entered in this section must be the actual mailing address of the individual who provided the information on the certificate.

Check the box as indicated if including attachments (e.g., required photos) and describe in the Comments area.

Foundation Type Diagrams (for use in Section H):

Slab on Grade (Non-Elevated)

Corresponds to EC Diagrams 1A, 1B and 3

Note: If the building has more than one floor, the Machinery and Equipment should be on the second floor or higher.

Basement (Non-Elevated)

Corresponds to EC Diagrams 2A, 2B and 4

Crawlspace (Elevated, including Non-Elevated Sub-Grade Crawlspace)

Corresponds to EC Diagrams 8 and 9

Elevated without Enclosure on Posts, Piles, or Piers

Corresponds to EC Diagram 5

Elevated with Enclosure on Posts, Piles, or Piers

Corresponds to EC Diagram 6

Elevated with Enclosure Not on Posts, Piles, or Piers (Solid Foundation Walls)

Corresponds to EC Diagram 7

BUILDING DIAGRAMS

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings as indicated in Items A8.a–f, the square footage of attached garage and the area of flood openings as indicated in Items A9.a–f, and the elevations in Items C2.a–h.

In A, B, C, X and D zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, areas seaward of the LiMWA, and in other areas regulated for coastal flooding hazards, the floor elevation is taken at the bottom of the lowest horizontal structural member (see figure at end of instructions for Section C).

DIAGRAM 1A:

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least one side.*

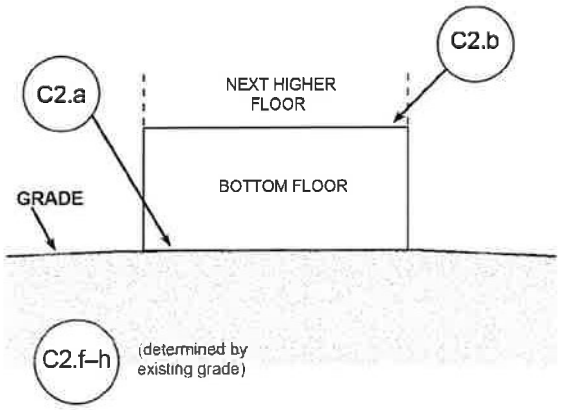


DIAGRAM 1B:

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split- level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least one side.*

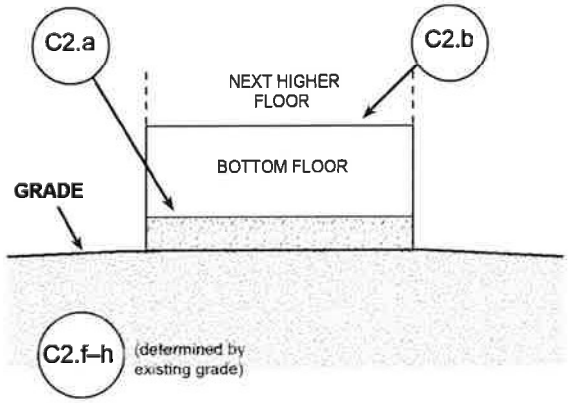


DIAGRAM 2A:

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

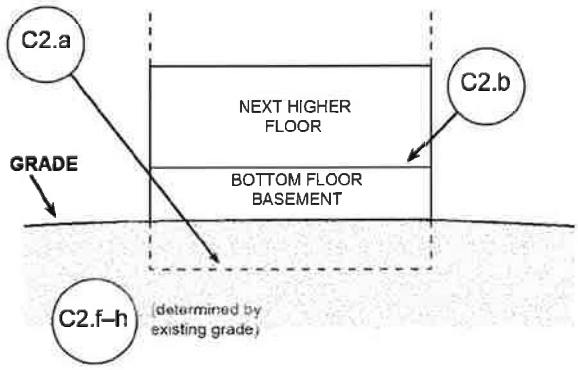
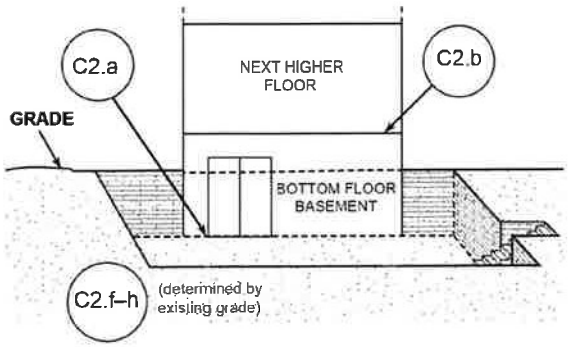


DIAGRAM 2B:

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides; most of the height of the walls is below ground level on all sides; and the door and area of egress are also below ground level on all sides.*



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

BUILDING DIAGRAMS

DIAGRAM 3:

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least one side.*

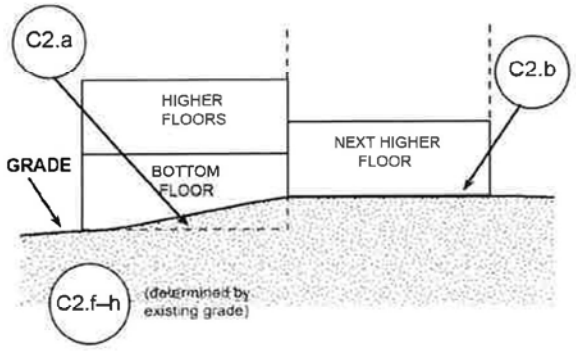


DIAGRAM 4:

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

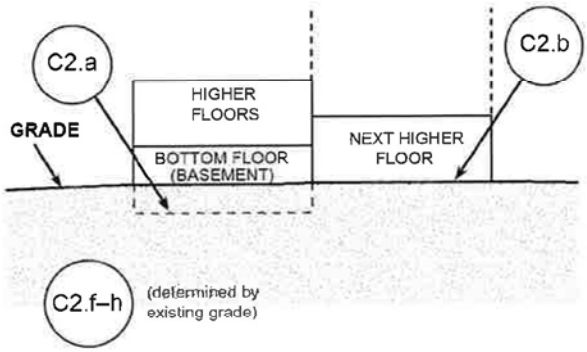


DIAGRAM 5:

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

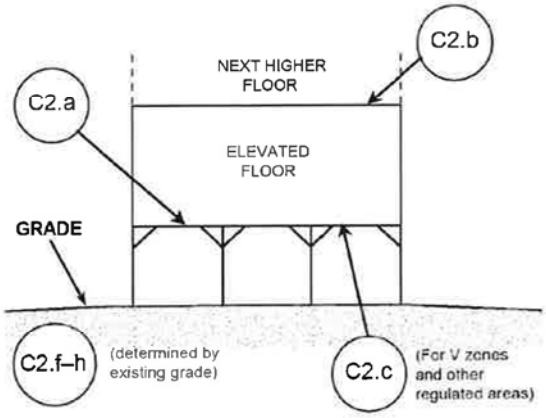
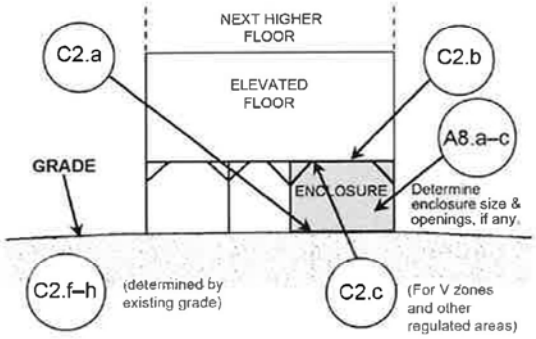


DIAGRAM 6:

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A - Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of two openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than one square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the ICC ES must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least two sides of the enclosed area. If a building has more than one enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

BUILDING DIAGRAMS

DIAGRAM 7:

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least one side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A - Property Information.

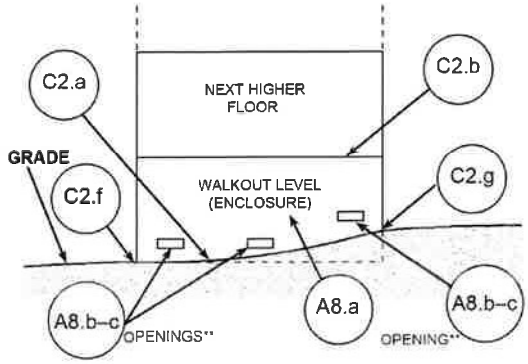


DIAGRAM 8:

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least one side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A - Property Information. (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, use Diagram 7.)

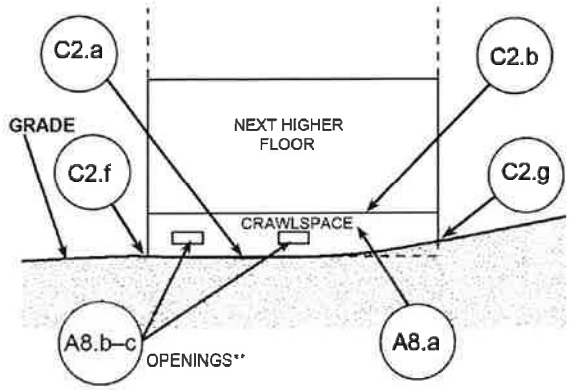
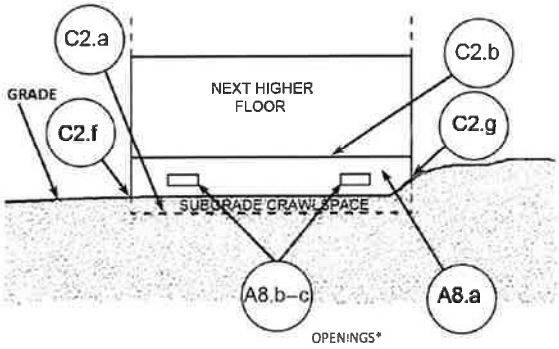


DIAGRAM 9:

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than five feet, or the crawlspace floor is more than two feet below the grade [LAG] on all sides, use Diagram 2A or 2B.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of two openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than one square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the ICC ES must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least two sides of the enclosed area. If a building has more than one enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE
P.O. BOX 1009
CRESTED BUTTE, CO 81224
(970) 349-5333 FAX: (970) 349-3420
WEBSITE: WWW.CBFPD.ORG

May 12, 2025

Rewk Patten, Patten Industries
PO Box 1970
Crested Butte, CO 81224

Letter # 2025-2-39

RE: Plan review/comments for the Gunnison County LUC-25-00011 application for the "Conceptual Layout/Location of Future Home" access, for the proposed Patton Residence, at 180 Upper Allen Road, located in Allen Homesites, near Crested Butte, CO 81224.

Dear Rewk,

The Crested Butte Fire Prevention Division (CBFPD) has received your plans for the above noted project. After reviewing the plans for compliance with CBFPD & Gunnison County's adopted codes and standards, we have the following comments and requirements.

Access…as shown on the site plan dated August 2, 2024, and received on May 5, 2025…**we reviewed and have the following comments:**

1. The access for this project is off Lower Allen Road. The review application states 180 Upper Allen.
2. The width of the driveway for this proposed driveway is 16 feet wide therefore, compliant.
3. The length and width of the required "intervisible turnout" is compliant as shown.
4. The radius of curves C1 though C5 as noted on the plan are compliant.
5. The fire department "turnaround", at the end of the driveway, is non-compliant only because the proposed residence and "auto court" has not been determined within the building envelope.
6. The proposed bridge, crossing Cement Creek, shall be compliant with the Gunnison County Road & Bridge standards.

This review is for comments only and does not constitute approval. We are looking forward to receiving any updated plans at the next phase of development. If you have any questions, or need further clarification, please contact our office.

Respectfully,

Ric Ems

Ric Ems
Fire Marshal
Crested Butte Fire Prevention Division

Cc: Hillary Seminick, Planning Director, Gunnison County, Community and Economic Development

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 BASIN PARK DRIVE
GUNNISON, CO 81230
970-641-0044

CHECK RECEIPT

Date: October 8, 2024

Two Hundred Fifty Dollars ($250.00) paid by Patten Industries on behalf of Hunter Family Real Estate, Ltd for access permit fee at 180 Upper Allen Road.

Monies received: $250.00

Check Number: 3505

Acknowledged by: Deborah Ferchau

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 BASIN PARK DRIVE
GUNNISON, CO 81230
970-641-0044

CHECK RECEIPT

Date: October 22, 2025

Eight Hundred Seventy-Four Dollars ($874.00) paid by Patten Industries on behalf of Hunter Family Real Estate, LTD for Revocable Right-of-Way Permit fee and two (2) Waiver of Standards fees.

Monies received: $874.00

Check Number: 3817

Acknowledged by: Deborah Fischer

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230
Phone: (970) 641-0044

NOTICE OF PUBLIC HEARING
REQUEST FOR WAIVER OF
GUNNISON COUNTY STANDARDS AND SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of Commissioners will conduct a public hearing, **December 16, 2025 at 8:45 a.m.,** in the Board of County Commissioners Meeting Room in the Gunnison County Courthouse, to hear public comment concerning an application for a waiver of the Gunnison County Standards and Specifications for Road and Bridges for the reduction of an angle of approach less than 60 degrees and to have more than one access per lot. A copy of the petition and supporting documentation can be reviewed at the Gunnison County Public Works Department at 195 Basin Park Drive, Gunnison, Colorado from 7:00 a.m. to 4:30 p.m. weekdays.

ROAD LOCATION: Lower Allen Road (County Road 740B), more specifically, 15.456 acres in Section 27, Township 14S, Range 85W, N.M.P.M., County of Gunnison, State of Colorado.

PROPOSAL: The waiver requests permission to reduce the angle of approach to less than 60 degrees and to have more than one access per lot as required by the County Standards.

POSSIBLE ACTION: Formal action may be taken on the waiver request at this meeting.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comments by email to publicworks@gunnisoncounty.org, or by letter to the Gunnison County Public Works Department, 195 Basin Park Drive, Gunnison, CO 81230, so long as they are received by 5:00 p.m. the evening before the date of the meeting so that they may be submitted for the public record during the hearing. Additional information may be obtained by calling the Public Works Department office at (970) 641-0044) or on the Gunnison County website at https://www.gunnisoncounty.org/177/Agendas-Portfolios-Recordings-Minutes.

ADA ACCOMMODATIONS: Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Public Works Department prior to the day of the meeting.

/s/ Martin Schmidt
Assistant County Manager for Public Works

To be published as a Legal Advertisement in the Gunnison Country Times editions of December 4th and 11th, 2025.

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JAMES EMORY FIELD AND
JENNY MURRAY FIEL
215 LOWER ALLEN RD
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NATHANIEL JAMES ACUFF AND
KRISTINA RATLIFF
PO BOX 1572
CRESTED BUTTE, CO 81224-1572

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WRITER
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PITT
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AND EWERT LYN K LIVING TRUST
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PO BOX 1101
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RIVERS EDGE CB LLC
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CASTLE PINES, CO 80108-9050

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DAVID STEPHEN YEHLE
2283 S FRANKLIN ST
DENVER, CO 80210-4612

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EAST RIVER HOLDINGS LLC
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FREEPORT, FL 32439-2448

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LINDIBETH CAMPBELL AND
ROBERT B JR. CAMPBELL
34 SNOW PEAK CT
DILLON, CO 80435-7924

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Chris Hill

From: Chris Hill
Sent: Wednesday, November 26, 2025 10:11 AM
To: 'Marcus J. Lock'; Tyler Harpel; Rewk Patten
Cc: Ed Casebolt III; Stewart Hunter; Hillary Seminick; Sammy Obaid; Kendra Ann Ten Napel; Martin Schmidt; Ale Fernández
Subject: RE: Access permit and waiver of standards: 11-7 Ranch Bridge Plans

Good Morning,

I have reviewed the information provided and verified that you have satisfied the requirement to notify the adjacent property owners.

Thanks

GUNNISON COUNTY
Public Works

Chris Hill
Permit and Right of Way Manager
970-642-7371
chill@gunnisoncounty.org

From: Marcus J. Lock <mlock@lawoftherockies.com>
Sent: Monday, November 24, 2025 7:39 PM
To: Tyler Harpel <TylerH@sgm-inc.com>; Chris Hill <CHill@gunnisoncounty.org>; Rewk Patten <rewk.patten@gmail.com>
Cc: Ed Casebolt III <ECaseboltIII@gunnisoncounty.org>; Stewart Hunter <shunter@benchmark.us>; Hillary Seminick <HSeminick@gunnisoncounty.org>; Sammy Obaid <SObaid@gunnisoncounty.org>; Kendra Ann Ten Napel <kendra@benchmark.us>; Martin Schmidt <MSchmidt@gunnisoncounty.org>; Ale Fernández <mafernandez@lawoftherockies.com>
Subject: RE: Access permit and waiver of standards: 11-7 Ranch Bridge Plans

[EXTERNAL SENDER - USE CAUTION]

Please see attached with respect to the satisfaction of the mailing requirements in the applicable county rule. The second, third, and fourth attachments were sent to the property owners along Lower Allen Road as shown in the first attachment. If you have questions, please email or call me. If the county believes this notice or the attached mailings are insufficient for any reason, please let me know by the close of business on Monday, December 1, 2025. Thanks.

Marcus J. Lock
Managing Member | Law of the Rockies
525 North Main Street
Gunnison, Colorado 81230

I am Scott Sanders, writing on behalf of the Sanders Family Trust, owners of the residence on Lot 14 of Lower Allen Road in the Allen Homesites. On 11-28-25 I received by certified mail the Memorandum dated August 8, 2025 from Tyler Harper, regarding the 11-7 Ranch request to build a bridge and roadway over Cement Creek at the east dead-end of Lower Allen Road.

This document is the first time I heard about the proposed variance. I'm concerned about the issues raised by my neighbors, and I am also very concerned about increased traffic on our dead end, "rural lane" that will likely occur once it is no longer a dead end, but one end of a very long circular driveway serving not just a residence, but the 11-7 guest ranch and event space.

See the 11-7 Ranch Facebook page where the ranch offers itself for "Fishing, Weddings, Events, and More!" Those events can be quite large. I recall the 100+ who celebrated something a few years ago at a large temporary event tent before the Ranch structure on the north hillside was constructed. It might have been the first "event" on the property. I also see the parking lots scraped out and the tall berms that now abut the north sides of my Upper Allen Rd neighbors' lots and homes. 11-7 Ranch has not been an unobtrusive neighbor.

In the first bullet point of the second underlined headed discussion on page one, the document I received refers to the bridge and road as for the use of "one … residential" property — adding traffic only from a single family residence. That just doesn't seem likely. In several places the document refers to an unstated number of ranch "employees" and visitors who would access the Ranch using Lower Allen Road only as a "secondary … emergency" evacuation/access route.

Once the road and bridge are built, who determines what an "emergency" is? Seems possible, even likely, that a large event at the 11-7 Ranch that blocks or slows traffic entering or exiting at the Upper Allen Road access point would divert traffic to the Lower Allen entrance/exit. Also seems likely that construction traffic for the new residence to be served by the road/bridge or anything else on that level of the Ranch property might become an extended "emergency" that uses Lower Allen Rd for access.

Increased traffic of this sort on our "rural lane" will greatly change the character of Lower Allen Road and the residential lots on it. I do not want to see that happen.

FaceBook Home Page:
11-7 Ranch Located in Crested Butte CO.
Cattle ranch legacy of over 100 years.
Fishing, Weddings, Events & More!

Dear Gunnison County Public Works Department:

As residents of Allen Homesites we wish to express our **STRONG DISAPPROVAL** of the request by Stewart Hunter of 180 Upper Allen Road to waive Gunnison County Standards for installation of a bridge to access his property from Lower Allen Road.

Current Gunnison County Standards:

1. *Any bridges must not provide access to **only one lot***
2. *Any bridges must not have an angle of approach of less than 60 degrees*

Construction of the abutments will likely reduce flow to the downstream wetland.

3. *All bridge abutments shall be located to avoid adversely affecting the natural hydraulics and inundation characteristics of wetland areas.*

Additionally, the proposed bridge will have a freeboard of 1 ft, completely inadequate for compliance with County Regulations that state:

4. *Utilities attached to bridges shall not obstruct flows within the stream channel, or waterway users (i.e. boats, rafts); or sight distance to drivers using the structure. Attached utilities shall not interfere with or encumber the maintenance of the bridge.*

Most importantly, Gunnison County has worked with other local organizations in planning for the increased likelihood of wildfire events in Gunnison County and subsequent flooding and debris flow hazards. In the *Upper Gunnison Watershed Wildfire Hazard Assessment* (2023), the Cement Creek watershed was determined to be at the **highest level of risk related to post-fire hazards that include flooding and debris flow.** In the 2025 report *Upper Gunnison River Basin Geofluvial Study,* the specific area in which the bridge is proposed, the report recommended:

> ***Limit/reduce additional human investment in the Lower Cement Creek stream corridor and maintain current land use in this area.***

We feel the requested waiver is a clear violation of standards set forth by Gunnison County and does not heed current efforts by Gunnison County and other organizations to protect human health from wildfire associated flooding hazards. **The proposed bridge will impede stream flow and put our properties at risk from post-fire wildfire flooding. Hydrologic modeling performed was very rudimentary and did not account for new information about the very real potential for a wildfire and associated debris flow and flooding.**

Stewart Hunter currently has access to his property from Upper Allen Road and we do not believe Gunnison County should abide by the request of **one person** to **put multiple property owners at risk.**

Sincerely,

Jeff Writer and Eney Jones (22 Lower Allen); Kristy and Than Acuff (113 Lower Allen); Scott and Margaret Sanders (126 Lower Allen); ; Casey and Tyler Pitt (147 Lower Allen); Randy Morgan (181 Lower Allen); Scott and Lindi Campbell (202 Lower Allen); Callie Koch and Alex Ewert (236 Lower Allen); Shelley Deshotels (152 Lower Allen); Marcie Telander and Mark Schweisow (160 Lower Allen); Dan and Lynn Ewert (236 Lower

Allen); Jef and Jenny Field (215 Lower Allen); Don Emert and Vicki Vinson (32 Upper Allen); Jeff Ewert (204 Upper Allen); Kara Chambers and Josh Shipley (272 Upper Allen); Mike and Shirley Babler (154 Upper Allen)

Links to referenced reports:

UPPER GUNNISON - Watershed Wildfire Hazard Assessment (see page 29)

Gunnison Geo-Fluvial Assessment (see page 30)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Correction; Petition for Abatement or Refund of Ta

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

A revised 2023 abatement petition for account R040008 is provided for signature, as the original copy contained a small clerical error.

Fiscal Impact:

Submitted by: Alexandra Cohen **Submitter's Email Address:** acohen@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient, but again recommend additional info for BOCC. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/16/2025

Revised April 2015

RECEIVED
JUL 03 2025
BY

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received _____
(Use Assessor's or Commissioners Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: July 3, 2025
Month Day Year

Petitioner's Name: Rocking B Retreat LLC

Petitioner's Mailing Address: 2840 Tuscany Cir

Shreveport | LA | 71106-8415
City or Town | State | Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R040008	Tract 3, Saya Subdivision - Gothic Ave, Crested Butte

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2023 and NA are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Petitioner contends property should be classified as residential.

Petitioner's estimate of value: $_____ (_____) and $1,685,310 (2023)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

_____ Daytime Phone Number (_____) _____
Petitioner's Signature

Email _____

By Bruce.Cartwright Digitally signed by Bruce.Cartwright DN: C=US, E=Bruce.Cartwright@kroll.com, O=Kroll, CN=Bruce.Cartwright Date: 2025.07.03 08:13:47 -06'00' Daytime Phone Number (303) 749-9003
Agent's Signature*

Printed Name: Bruce D. Cartwright Email bruce.cartwright@kroll.com

***Letter of agency must be attached when petition is submitted by an agent.**

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year 2023			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	1,685,310	470,200	32,243.02			
Corrected	1,685,310	109,230	7,490.23			
Abate/Refund	0	360,970	24,752.79			

☒ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2023 Protest? ☒ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☐ **Assessor recommends denial for the following reason(s):**

Alexandra Cohen
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original							
Corrected							
Abate/Refund							

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____

Petitioner's Signature **Date**

_____ _____

Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on _____/_____/_____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ (***being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor, and that the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

_____	_____	_____
Year	Assessed Value	Taxes Abate/Refund

_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____

Secretary's Signature | Property Tax Administrator's Signature | Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster Agreement and Declaration; LUC-25-0004

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Applicant, Clint Cordova, requests approval of a lot cluster of Lot 28 and Lot 29, Antelope Hills Mobile Home Subdivision.

Fiscal Impact:

Submitted by: Caroline Danielson **Submitter's Email Address:** cdanielson@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Caroline Danielson, *Planner I*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-25-00042 | Administrative Review | Cordova Lot Cluster
Memo Date: December 4, 2025
Meeting Date: December 16, 2025

The Applicant, Clint Cordova, requests approval of a lot cluster of Lot 28 and Lot 29, Antelope Hills Mobile Home Subdivision (parcel # 3701-223-03-060 and parcel #3701-223-03-061), as shown in Exhibit A. *Site Plan.* A single-family residence is located on Lot 28, and the applicant intends to construct a garage on Lot 29. The applicant desires to use the parcels as a single property.

The application was reviewed by the County Attorney's Office on November 24, 2025 for legal sufficiency. Staff has reviewed the lot cluster application for compliance with the applicable standards of Land Use Resolution (LUR) Section 5-103 *Standards of Approval of Administrative Review Projects*.

SECTION 5-103: *STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS*

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution. **No non-conformities will be created.**
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area. **There are approximately 15 lots within the Antelope Hills Mobile Home Subdivision that that have previously been clustered. Lots that have not been clustered in the subdivision are approximately 9,000 sq ft, while the clustered lots are approximately 18,000 sq ft. With this, the clustering of Cordova's two 9,148 sq ft lots would be compatible with the character of the surrounding area. Additionally, clustering the lots would reduce the total number of lots to be served by water and sewer.**

The proposed lot cluster meets the specific standards outlined in Section 5-104 M. *Application Form for Lot Cluster* and has received approvals and consent from the HOA and utility provider, Gunnison County Electric Association.

Thank you,

Caroline Danielson

Planner I – Gunnison County Community and Economic Development

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Caroline Danielson, *Planner I*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

Exhibits

You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-25-00042. Click on "Attachments".

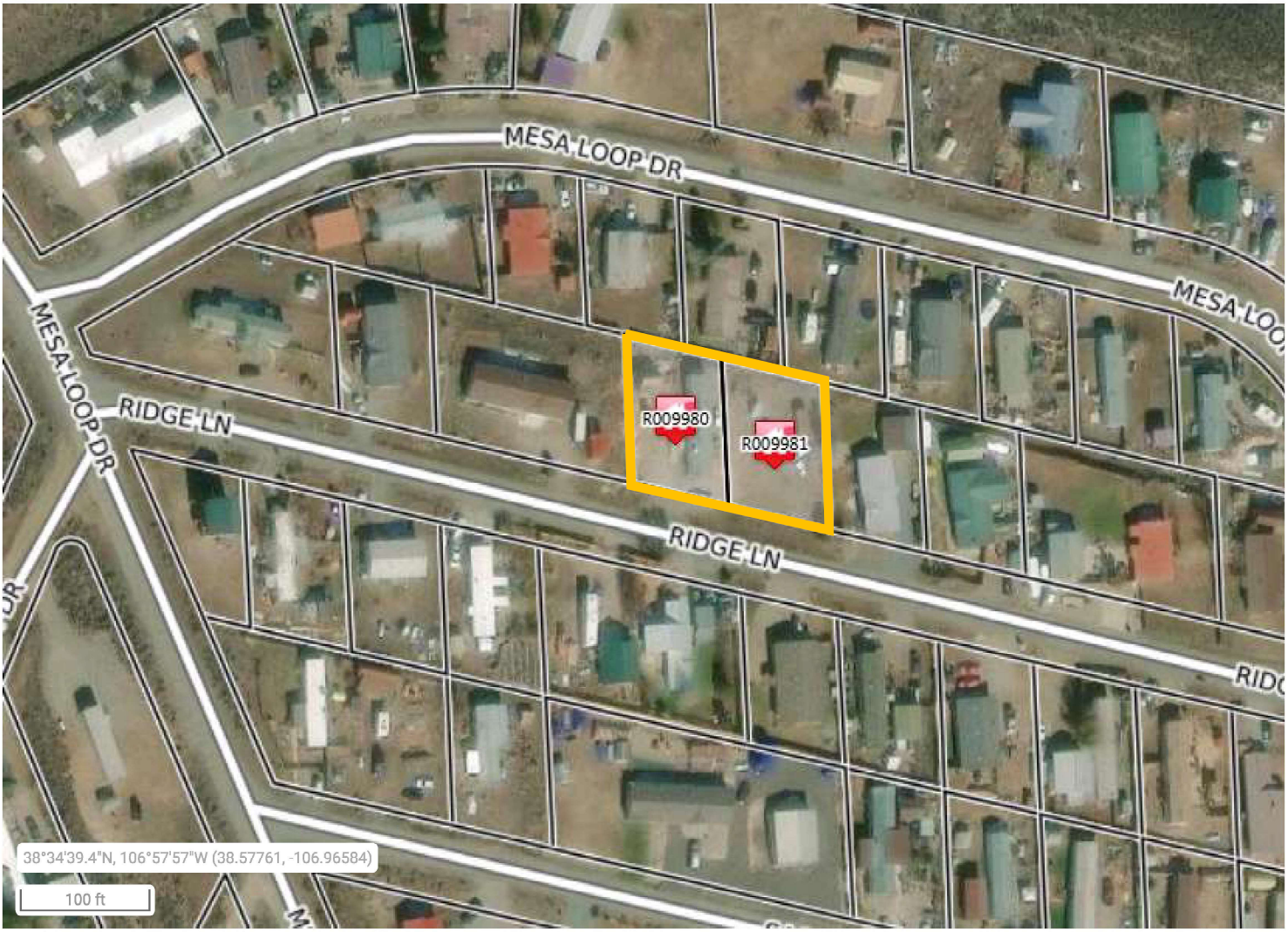
A. Site Plan
B. Lot Cluster Agreement and Declaration

15 RIDGE LN , ANTELOPE CREEK AREA

Account # **R009980**
Parcel # **370122303060**
Owners **CORDOVA CLINT R**
Legal **LOT 28, ANTELOPE HILLS MOBILE HOME SUBDIVISION, #704578**

17 RIDGE LN , ANTELOPE CREEK AREA

Account # **R009981**
Parcel # **370122303061**
Owners **CORDOVA CLINT R**
Legal **LOT 29, ANTELOPE HILLS MOBILE H SUBDIVISION, #704578**



GUNNISON COUNTY

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Clint Cordova **(Owner)** Clint R Cordova **(Owner)**

_____ **(Owner)** _____ **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

Lot 28 and Lot 29, Antelope Hills Mobile Home Subivision
Also Known as 15 Ridge LN and 17 Ridge LN

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations.*

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration.*

Date: 10/23/2025 Clint Cordova
Owner

Date: _____
Owner

Date: _____
Owner

Date: _____
Mortgage or Lien Holder

STATE OF Colorado)
)ss
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 23 day of Oct. 2025 by Clint Ross Cordova **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 5/15/29

Keri Lea George
Notary Public

KERI LEA GEORGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954018330
MY COMMISSION EXPIRES MAY 15, 2029

Address: 221 N. Wisconsin St
Gunnison Co 81230

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____ Chairperson

_____ Vice-Chairperson

_____ Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Townhome Plat Approval; LUC-25-00041; 162 Escalant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Applicant, 162 Escalante LLC, represented by Aaron J. Huckstep, requests the approval of a Townhome Plat at 162 Escalante St, Crested Butte (Parcel # 3257-281-02-020) in Crested Butte South.

Fiscal Impact:

Submitted by: Caroline Danielson **Submitter's Email Address:** cdanielson@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Caroline Danielson, *Planner I*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-25-00041 | Administrative Review | Cox Escalante Townhome Plat
Memo Date: December 3, 2025
Meeting Date: December 16, 2025

The Applicant, 162 Escalante LLC, represented by Aaron J. Huckstep, requests the approval of a Townhome Plat at 162 Escalante St, Crested Butte (Parcel # 3257-281-02-020) in Crested Butte South, as shown in Exhibit A. *Plat*. No physical changes or development activities are proposed.

The three units have been constructed pursuant to building permit # BP-25-00070 issued on May 28, 2025. The building plans were approved by the Design Review Committee of the Crested Butte South Property Owners Association on May 13, 2025. The aggregate square footage of the units is approximately 3,572 square feet. The end units are 1174 square feet, while the middle unit is 970 square feet. The townhomes share a 254 square feet storage building. The units share a party wall and are residential in nature. A party wall agreement is to be executed concurrently with the plat. Certificates of Occupancy were issued on November 7, 2025.

The Townhome Plat was reviewed by planning staff and the County Attorney's Office on November 18, 2025 and was found to comply with the standards of Land Use Resolution SECTION 5-104. K: *Specifications for Condominium/Townhome Plats*. Staff finds that the application complies with all applicable standards found in LUR Section 5-103: *Standards of Approval of Administrative Review Projects.*

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

Staff recommends that the Board approve the townhome plat.

Thank you,

Caroline Danielson

Planner I – Gunnison County Community and Economic Development

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-25-00041. Click on "Attachments".

A. Plat

PRELIMINARY PLAT OF
COX ESCALANTE TOWNHOMES
LOT 8, BLOCK 10,CRESTED BUTTE SOUTH SUBDIVISION, SECOND FILING
GUNNISON COUNTY, COLORADO

ATTORNEY'S OPINION

I, Aaron J. Huckstep, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined the title to all lands herein dedicated and subdivided. Such title is vested in 162 ESCALANTE, LLC and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 12, 1901 IN BOOK 101 AT PAGE 248, AND IN PATENT RECORDED MAY 19, 1898 IN BOOK 115 AT PAGE 303.

2. EASEMENT AND RIGHT OF WAY FOR CATTLE DRIVEWAY AS RESERVED IN WARRANTY DEED RECORDED OCTOBER 1, 1936 WITH THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO IN BOOK 245 AT PAGE 364, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.

3. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED AUGUST 26, 1970, IN BOOK 420 AT PAGE 404; IN CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION BOARD OF DIRECTORS CONCERNING THE AMENDMENT OF THE COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED JANUARY 21, 1983 IN BOOK 589 AT PAGE 304, AS RATIFIED BY INSTRUMENT RECORDED APRIL 28, 1992 IN BOOK 704 AT PAGE 1007; IN RESOLUTION CONCERNING THE INSTALLATION AND USE OF SATELLITE DISHES RECORDED DECEMBER 8, 1988 IN BOOK 661 AT PAGE 284; IN RESOLUTION CONCERNING THE USE AND INSTALLATION OF SOLID FUEL BURNING DEVICES RECORDED APRIL 27, 1990 IN BOOK 677 AT PAGE 578; IN RESOLUTION CONCERNING DOGS RUNNING AT LARGE RECORDED APRIL 27, 1990 IN BOOK 677 AT PAGE 581; IN RESOLUTION CONCERNING IMPOUNDED DOGS RECORDED NOVEMBER 20, 1990 IN BOOK 684 AT PAGE 901; IN RESOLUTION CONCERNING INDIVIDUAL WELLS AND SEWAGE DISPOSAL SYSTEMS RECORDED JUNE 8, 1993 IN BOOK 725 AT PAGE 218; IN RESOLUTION AMENDING THE COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED OCTOBER 22, 1993 IN BOOK 733 AT PAGE 740; IN RESOLUTION CONCERNING WELLS AND INDIVIDUAL SEWER DISPOSAL SYSTEMS RECORDED DECEMBER 15, 1994 IN BOOK 757 AT PAGE 223; IN AMENDMENT REGARDING REGULATION OF MODULAR OR FACTORY BUILT STRUCTURES RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 202; IN AMENDMENT REGARDING THE MINIMUM SIZE OF MULTI-FAMILY STRUCTURES RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 203; IN AMENDMENT REGARDING RESIDENTIAL USES ON COMMERCIAL PROPERTY RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 204; IN AMENDMENT REGARDING RESUBDIVISION RECORDED MAY 1, 1996 IN BOOK 782 AT PAGE 205; IN NOTICE OF AMENDMENT OF COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED NOVEMBER 22, 1996 UNDER RECEPTION NO. 472225; IN RESOLUTION CONCERNING THE PROVISION OF A LEGAL SURVEY AS AN ARCHITECTURAL SUBMITTAL REQUIREMENT RECORDED MARCH 27, 1998 UNDER RECEPTION NO. 482581; IN RESOLUTION CONCERNING SETBACKS FOR DRIVEWAYS, SEPTIC TANKS AND WELLS RECORDED APRIL 30, 1998 UNDER RECEPTION NO. 483318; IN RESOLUTION CONCERNING LOT APPEARANCE RECORDED OCTOBER 19, 1998 UNDER RECEPTION NO. 487930; IN RESOLUTION OF RULES AND REGULATIONS REGARDING DOGS RECORDED NOVEMBER 8, 1999 UNDER RECEPTION NO. 497644; IN AMENDED RESOLUTION CONCERNING BUILDING DEPOSITS RECORDED MARCH 22, 2001 UNDER RECEPTION NO. 509429; IN RESOLUTION REGARDING OUTDOOR COMMERCIAL VENDORS RECORDED SEPTEMBER 25, 2001 UNDER RECEPTION NO. 514482; IN RESOLUTION CONCERNING THE PROVISION OF THE USE OF METAL SIDING ON THE EXTERIOR OF BUILDINGS IN CRESTED BUTTE SOUTH RECORDED FEBRUARY 5, 2002 UNDER RECEPTION NO. 517978; IN RESOLUTION REGARDING FINES FOR VIOLATIONS OF COVENANTS RECORDED JUNE 23, 2003 UNDER RECEPTION NO. 531851; AND IN AMENDMENT TO COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH RECORDED FEBRUARY 23, 2004 UNDER RECEPTION NO. 539220; IN RESOLUTION REGARDING THE ADOPTION OF A SHORT TERM RENTAL POLICY BY THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. RECORDED MAY 22, 2018 UNDER RECEPTION NO. 653309; AND IN AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR CRESTED BUTTE SOUTH RECORDED JANUARY 20, 2023 UNDER RECEPTION NO. 689469.

4. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CRESTED BUTTE SOUTH - SECOND FILING RECORDED SEPTEMBER 24, 1970 UNDER RECEPTION NO. 281588. NOTE: EASEMENTS SHOWN ON THE PLAT ARE SUBJECT TO RELOCATION PURSUANT TO PROVISIONS OF "COVENANTS AND RESTRICTIONS" RECORDED AUGUST 26, 1970 IN BOOK 420 AT PAGE 404.

5. EASEMENT AND RIGHT OF WAY FOR ROADS OVER THE RIGHTS-OF-WAY IN CRESTED BUTTE SOUTH, ALL FILINGS, FOR ACCESS TO AND FROM LANDS OWNED BY CRESTED BUTTE HIGHLANDS, INC. AS GRANTED BY INSTRUMENT DATED SEPTEMBER 28, 1976 AND RECORDED MAY 12, 1977 WITH THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO IN BOOK 502 AT PAGE 237.

6. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 03-46 RECORDED SEPTEMBER 25, 2003 UNDER RECEPTION NO. 535203.

7. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 43, SERIES 2004 RECORDED JULY 20, 2004, UNDER RECEPTION NO. 544256.

8. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO RESOLUTION NO. 2008-38 RECORDED SEPTEMBER 03, 2008, UNDER RECEPTION NO. 586264 AND IN RESOLUTION NO. 2017-5 AMENDING RESOLUTION NO. 2008-38 RECORDED MARCH 8, 2017 UNDER RECEPTION NO. 645299.

9. ANY MATTERS DISCLOSED ON BOUNDARY MAP RECORDED JANUARY 20, 2011 UNDER RECEPTION NO. 603344.

10. TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS OF BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 2017-6 RECORDED MARCH 08, 2017 AT RECEPTION NO. 645298.

11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 14, SERIES 2020 REGARDING THE CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS RECORDED APRIL 07, 2020 UNDER RECEPTION NO. 665995; AND RECORDED SEPTEMBER 1, 2020 UNDER RECEPTION NO. 668955; AND IN RESOLUTION 2023-8 RECORDED MARCH 22, 2023 AT RECEPTION NO. 690075.

12. TERMS, CONDITIONS AND PROVISIONS OF CERTIFICATE OF ADMINISTRATIVE REVIEW APPROVAL RECORDED JANUARY 9, 2023 UNDER RECEPTION NO. 689295.

13. ANY MATTERS SHOWN ON IMPROVEMENT LOCATION CERTIFICATE CERTIFIED AUGUST 29, 2022 PREPARED BY ROCKY MOUNTAIN SURVEYING, LLC, JOB #22146, SAID DOCUMENT STORED AS LAND TITLE GUARANTEE COMPANY'S IMAGE 53007558.

14. THOSE PROVISIONS, COVENANTS AND CONDITIONS, EASEMENTS AND RESTRICTIONS, WHICH ARE A BURDEN TO THE TOWNHOME UNITS IDENTIFIED ON THIS PLAT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT OF 162 ESCALANTE TOWNHOMES RECORDED _____, 2025, AT RECEPTION NO. _____.

Dated this _____ day of _____, 2025.

_____
Aaron J. Huckstep, Atty. No. 39898
Attorney-at-Law

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

I/We 162 Escalante, LLC (owner(s) of property) on behalf of myself/ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. I/We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

BOARD OF COUNTY COMMISSIONER'S APPROVAL

THE WITHIN PLAT OF 162 ESCALANTE TOWNHOMES IS APPROVED THIS ___ DAY OF _____, 2025 AND THE PRIVATE DEDICATION OF ROADS AND COMMON AREAS IS APPROVED ON THE CONDITION THAT SUCH ROADS AND COMMON AREAS SHALL BE MAINTAINED AND SNOWPLOWED, BY AND AT THE EXPENSE OF THE UNIT OWNERS AND NOT BY GUNNISON COUNTY OR ANY OTHER PUBLIC AGENCY.

BY:_____
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
GUNNISON COUNTY CLERK & RECORDER

DEDICATION

Know all men by these presents: That 162 Escalante, LLC, being the owner(s) of the land described as follows:

We, 162 Escalante, LLC being the owner of the land described as follows:

LOT 8, BLOCK 10, CRESTED BUTTE SOUTH - SECOND FILING, ACCORDING TO THE PLAT RECORDED SEPTEMBER 24, 1970 AT RECEPTION NO. 281588,

COUNTY OF GUNNISON
STATE OF COLORADO

in Gunnison County, under the name of 162 ESCALANTE TOWNHOMES, has laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof, the said 162 Escalante, LLC's Manager, Christopher Cox (Representative) has caused his name to be hereunto subscribed this _____ day of _____, 2025.

By:_____
Christopher Cox, Manager

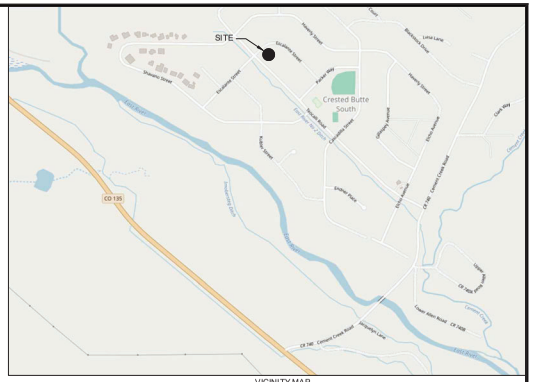
The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Christopher Cox, as Manager of 162 Escalante, LLC, a Colorado limited liability company.

My commission expires on _____. Witness my hand and official seal.
_____ (Seal)

Printed Name: _____
Notary Public

ADDITIONAL PLAT NOTES:

1) DOMESTIC ANIMALS MUST BE CONTROLLED BY KENNELING, LEASHING, FENCING OR OTHER PHYSICAL CONSTRAINT. ANY EXPENSE OF ENFORCEMENT OF THE DOMESTIC ANIMAL CONTROL RESTRICTIONS BY THE COUNTY SHALL BE AT THE EXPENSE OF THE RESPONSIBLE ASSOCIATION OR INDIVIDUAL.
2) PROPERTY OWNER IS REQUIRED TO CONSTRUCT AND MAINTAIN FENCING IN ORDER TO KEEP LIVESTOCK OFF HIS/HER PROPERTY PER C.R.S. 35-46-101
3) IRRIGATION DITCH OWNERS HAVE THE RIGHT TO ENTER THE DESIGNATED IRRIGATION DITCH MAINTENANCE EASEMENT, MAINTAIN THE DITCH, AND MAY LEAVE NATURAL DEBRIS ON THE BANK.



VICINITY MAP
(N.T.S.)

LAND SURVEYOR'S CERTIFICATE

I, Jeremiah D. Harness, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of Cox Escalante was made by me and under my direction and supervision and that this plat accurately represents said survey to the best of my knowledge and belief. Survey Monuments were found or set at all boundary corners.

Dated this 11 day of November, 2025.

_____
Land Surveyor
Colorado registration number: 38758

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2025, Reception No. _____, Time _____.

_____
Gunnison County Clerk & Recorder

Notice 13-80-105 C.R.S, as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PRELIMINARY PLAT OF
COX ESCALANTE TOWNHOMES
LOT 8, BLOCK 10,CRESTED BUTTE SOUTH SUBDIVISION, SECOND FILING
GUNNISON COUNTY, COLORADO

PLAT DATE:	11/14/2025
PROJ. #	24-177-SUR
CAD FILE:	25-111-V 162 Escalante Townhome Plat REV4.dwg
DRAFTER:	JDH
FEILD DATE:	VARIES
FIELD CREW:	JDH
AREA:	0.39 ACRES
CLOSURE:	NA

JEREMIAH HARNESS
18236 KISER CREEK RD.
CEDAREDGE, CO. 81413
(970) 397-6544
JHARNESS@BULLFROGSURVEYING.COM

CLIENT: CHRISTOPHER COX
218 TEOCALLI RD.
PLAT REC. NO. 280978

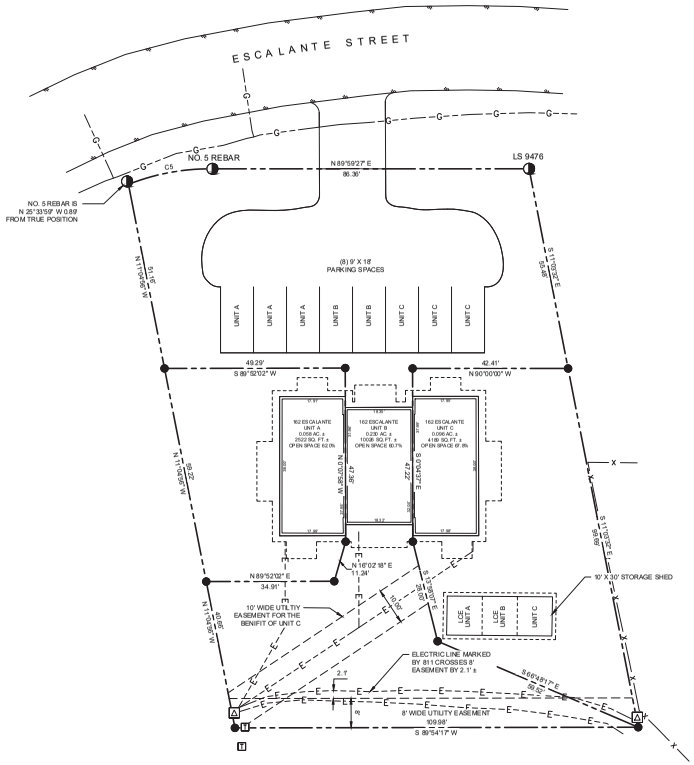
DRAWING NUMBER
V-1
1 OF 2

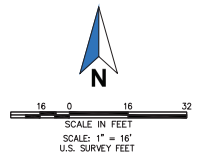
C:\Users\jeepn\OneDrive\Desktop\Bullfrog Survey\2025\25-111-V_162 Escalante Townhome Plat\Dwg\25-111-V 162 Escalante Townhome Plat REV4.dwg PLOT DATE 2025-11-14 15:54 SAVED DATE 2025-11-14 15:54 USER: jeepn

PRELIMINARY PLAT OF

COX ESCALANTE TOWNHOMES

LOT 8, BLOCK 10,CRESTED BUTTE SOUTH SUBDIVISION,
SECOND FILING
GUNNISON COUNTY, COLORADO





LEGEND

- FD. SURVEY MONUMENT AS NOTED
- SET REBAR WITH PLASTIC CAP LS 38758
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- EDGE OF ASPHALT
- BOUNDARY LINE
- BUILDING SETBACK
- UTILITY EASEMENT
- BURIED ELECTRIC
- BURIED SEWER
- BURIED WATER

NOTES:

1. THE COMMON BOUNDARY LINE BETWEEN ADJOINING UNITS IS LOCATED AT THE CENTERLINE OF THE SHARED PARTY WALL, EQUALLY DIVIDING THE WALL BETWEEN THE TWO UNITS.
2. THE DRIVEWAY AS DEPICTED HEREON IS OWNED BY UNIT B, BUT IS SUBJECT TO A NON-EXCLUSIVE ACCESS EASEMENT FOR THE BENEFIT OF UNITS A & C FOR INGRESS AND EGRESS PURPOSES. EACH PARKING SPACE DEPICTED ON THE PLAT AS "UNIT A" OR "UNIT C" IS SUBJECT TO AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE RESPECTIVE UNIT AS FURTHER DEFINED IN SECTION 7 OF THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT FOR COX ESCALANTE TOWNHOMES.

Notice 13-80-105 C.R.S, as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PRELIMINARY PLAT OF
COX ESCALANTE TOWNHOMES
LOT 8, BLOCK 10,CRESTED BUTTE SOUTH SUBDIVISION,
SECOND FILING
GUNNISON COUNTY, COLORADO

PLAT DATE:	11/14/2025
PROJ. #	24-177-SUR
CAD FILE:	25-111-V 162 Escalante Townhome Plat REV4.dwg
DRAFTER:	JDH
FEILD DATE:	VARIES
FIELD CREW:	JDH
AREA:	0.39 ACRES
CLOSURE:	NA

BULLFROG SURVEYING
JEREMIAH HARNESS
18236 KISER CREEK RD.
CEDAREDGE, CO. 81413
(970) 397-6544
JHARNESS@BULLFROGSURVEYING.COM

CLIENT:
CHRISTOPHER COX
218 TEOCALLI RD.
PLAT REC. NO. 2805978

DRAWING NUMBER
V-2
2 OF 2

C:\Users\jeppn\OneDrive\Desktop\Bullfrog Survey\2025\25-111-V_162 Escalante Townhome Plat\Dwg\25-111-V 162 Escalante Townhome Plat REV4.dwg PLOT DATE 2025-11-14 15:54 SAVED DATE 2025-11-14 15:54 USER: jeppn

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions Vacancy App

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison Valley Hospital Board of Trustees, Historic Preservation Commission, and Planning Commission Potential Appointments

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\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 12/16/2025

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, October 30, 2025 5:17:48 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Hospital Board of Trustees
First and Last Name	Janet R Farmer
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I am interested in the Hospital Board of Trustees. I first came to Crested Butte in 1973. My ex-husband and I bought 35 acres on the Waunita Pass Road in 1979, and were coming to have our first stay in the log cabin we built in September 1980 when we had a major car wreck on Hwy 50. That was our first experience with the Gunnison Valley Hospital. They did all they could to take care of me, but they weren't able to handle the extent of my injuries. So, for many years I have said my claim to fame in Gunnison County is I was the first person that GVH put on the St. Mary's Life Flight. One of the issues that came up was nowhere for the helicopter to land except at the airport. Later, we contributed a substantial amount towards building the helipad. For many years we contributed to the hospital knowing how important it was to have a quality service nearby. At one point there was a plaque on the wall with our names because of how much we had contributed. So, my interest and care about the hospital isn't something new. As to my qualifications, I graduated from the University of Texas with a BA in Mathematics. I worked as a Group Health Insurance Underwriter for 3 years and as a Computer Programmer/Analyst for the University of Texas Medical Branch in Galveston for 5 years. Then I changed to doing volunteer work. I moved here part-time in 1997 and full-time in 2010. Here in Gunnison County,

I've continued my volunteer work. I served a few years on the Wildflower Festival Board including as Treasurer. I've served on the Crested Butte Friends of the Library Board for 14 years including 8 as President. I was elected to the HOA Board for the Lodge at Mountaineer Square and served all four years as President. In 2016 I was elected to the Mt. Crested Butte Town Council where I served as Mayor from 2019-2022. While I was on Council, I served as a representative to the RTA Board where I served the past five years as Chair. I also served on the Air Command Committee. I represented Mt. Crested Butte to Club 20, and have been a board member representing Gunnison County for the past 4 years. In November I completed my time on the Council, RTA and Club 20. I now serve as Chair of the Air Command.
I have wanted to serve on the Hospital Board of Trustees for many years, but did not previously have the time to do the job to the best of my abilities. I now have the time, and while there are many volunteer opportunities available in the County, this is where my heart is.
Thank you for your consideration.

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

NANCY HOUSTON
[redacted]
Gunnison, CO 81230
[redacted]

November 12,2025

To: BOCC@gunnisoncounty.org

Dear Sirs and Madam:

I have lived in the Gunnison Valley since 1990, when my husband and I moved here to assist my parents in their declining years. We bought The Paper Clip and have owned it since that time. I retired in 2017.

We now have a large extended family here and we have all had occasion to use the services of Gunnison Valley Hospital. I have always been quite pleased with the treatment we've received, and am happy to see new providers added, making this an excellent hospital in a rural area.

I worked with Tammy Scott when she was Chamber Director and I was Chamber President, and we worked very well together. I would love to work with her again to further our community's understanding of what an excellent facility we have in GVH.

I feel we are very fortunate to have such an excellent facility and I would love to join the Hospital Board to serve in any way possible to showcase the hospital's excellence.

Sincerely,

Nancy Houston

From: Stephens Mundy
To: Holly Perry
Cc: [redacted]
Subject: GVH Board Position
Date: Friday, October 31, 2025 8:50:19 AM

[EXTERNAL SENDER - USE CAUTION]

Good morning!

I am writing to confirm my interest in being reappointed to the board of GVH. I currently serve as Chair of the Strategic Planning Committee and a member of the finance committee.

I have many years experience as a Hospital CEO. I have also served as Chair of the West Virginia and New York Healthcare Associations.

My family owns the Alpengardener business in CBSouth.

Many thanks for your help in processing this request.

Stephens

Change happens at the speed of trust!

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, November 4, 2025 2:59:28 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Valley Hospital Board of Trustees
First and Last Name	Vincent Rogalski
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	While a number of years ago, I have worked in hospitals for over 25 years; my Bachelor of Science Degree in Laboratory Medicine. Now that I am freeing up some time retiring from Transportation, I would like to offer my services to this endeavor.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, November 6, 2025 10:48:55 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Historic Preservation Commission
First and Last Name	Tristen Coleman
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	To whom it may concern, I am writing in for one of the vacancies on the Historic Preservation Board. To be transparent, as some of the board may know, I recently ran for City Council for Gunnison and narrowly lost. That has not diminished my spirit, and I now look to see what other avenues I can pursue to serve the valley. I am a local, born and raised in Gunnison, with a large amount of historical ties due to my family and my involvement in the community. As some of the board may remember, I sat on the board as a student member back in 2021. I was involved in the historic preservation of the Hartman Castle before the Hartman Castle Preservation Group was formed, succeeding in saving the safe in the basement of the house with the help of Kathleen Curry, Dr. Vandenbusche and KOA Dave. I was hired at WSU during a year there by appointment of Dr. Duane Vandenbusche to tutor for his U.S. History class. In addition to my passion for our town's heritage, I bring practical skills in research, community outreach, and historical documentation experience developed through my time at Gunnison Bank and Trust, my academic background, and my

involvement in preserving local landmarks. My family's deep roots in the valley give me a strong appreciation for what has shaped Gunnison into the community it is today, and as a younger member of the community, I hope to help bridge past and future by offering a fresh perspective in the board's work.

If selected, I hope to contribute to expanding public awareness of our historic sites and supporting responsible preservation efforts that honor Gunnison's heritage while accommodating thoughtful growth. I am committed to being an active, reliable member of the board and contributing meaningfully to its work.

Thank you all for your time and consideration. I would be happy to meet with the board or city staff to discuss my interest further.

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

From: chris melland [redacted]
Sent: Monday, November 3, 2025 6:53 AM
To: Mike Pelletier <MPelletier@gunnisoncounty.org>
Subject: Historic Preservation Opening

[EXTERNAL SENDER - USE CAUTION]

My name is Chris Melland. I been building/remodeling homes in the valley for 25 years. I feel like Gunnisons history is not represented as thoroughly as it should be. The town has lost some of that history to time and neglect. I'm one of the towns people who would like to preserve it. I was inquiring about an application for this position.
Thank you
Chris Melland

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, November 28, 2025 9:56:51 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Brett Adkins
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Having been a resident of Gunnison County for over 20 years, I have a personal interest in helping to move development forward in a manor that benefits all residents of Gunnison County. As a local contractor, I have a substantial amount of knowledge in the planning and building sector. I am also very aware of the challenges that go with building in Gunnison County and how those challenges affect budgets and timelines. I would like to provide my knowledge and expertise to a board that can help to shape our community in a positive manner for future generations. I also have extensive knowledge of our local codes and requirements, as well as, significant amounts of interaction with our local building department. Crystal Lambert reached out to me directly to apply for this position. I am honored that she would recommend me for this commission and I look forward to the opportunity to work with her, our building officials and the Gunnison community to help manage our local growth in a reasonable manner for everyone. I consider myself a strong "team player" and I do well with communication and people interaction. I will not be afraid to voice my concerns over any issues that the board is tasked with and I will be directly involved in problem solving and task resolution. Thank you for considering me for this position.

Additional Comments	I ran for this position, unsuccessfully, about 5 years ago. I hope that I can provide a better option for our commissioners this time around and I look forward to that opportunity.

Email not displaying correctly? View it in your browser.

Letter of Interest

Gunnison County Planning Commission – Applicant: Sigrid Cottrell

[redacted]
Crested Butte, CO 81224
[redacted]
[redacted]
November 26, 2025

Gunnison County Board of County Commissioners
200 E. Virginia Avenue
Gunnison, CO 81230

Re: Letter of Interest – Gunnison County Planning Commission

Dear Commissioners,

My name is **Sigrid Cottrell**, and I am writing to express my sincere interest in serving on the **Gunnison County Planning Commission**. Having lived, worked, raised my family, and built a career in the Gunnison Valley since 1991, I care deeply about the long-term health, character, and environmental integrity of our mountain community.

For more than 30 years, I have worked in real estate across Colorado, Florida, and California, and have owned and operated **Crested Butte Realty, Inc.** since 2006. My experience has given me a unique, balanced perspective:

- an in-depth understanding of land use, zoning, subdivision processes, water/septic systems, and development impacts;
- a deep respect for property rights and the challenges faced by landowners;
- and an unwavering commitment to environmental sustainability, responsible growth, and maintaining the rural character that makes Gunnison County so extraordinary.

I am driven by **i**ntegrity, transparency, and doing the right thing—especially when no one is looking. These principles guide my work and my life. I believe effective planning requires not only technical understanding but also fairness, patience, and the ability to listen to the concerns of both citizens and professionals with empathy and objectivity.

Because of my long-standing relationships with residents, builders, surveyors, investors, and agencies throughout the valley, I can serve as a bridge between community values and practical land-use solutions. My approach is collaborative and thoughtful. I am not afraid to ask questions, dig into details, or analyze long-term consequences, and I deeply respect the importance of balanced, informed decision-making.

I am passionate about preserving what makes the Gunnison Valley special—our open spaces, wildlife, water, and small-town authenticity—while also supporting responsible, well-planned opportunities for housing, business, agriculture, and community needs.

It would be an honor to contribute my expertise, perspective, and lifelong commitment to this valley as a member of the Gunnison County Planning Commission.

Thank you very much for your time and consideration. I would welcome the opportunity to discuss my candidacy further and look forward to serving our community in a meaningful way.

Highest regards,

Sigrid Cottrell

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, November 12, 2025 5:24:12 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Sean Patrick
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I care deeply about the future of Gunnison County
Additional Comments	I've served as a planning commission alternate over the past year and believe I have necessary experience and perspective to help Gunnison County in the decisions yet to come.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, December 1, 2025 5:27:15 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Planning Commission
First and Last Name	Karen Stock
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	The positron has been on my radar for some time, and I believe this is the opportune moment to join the process. I have a deep love for our community and believe that my skillset would be valuable to the planning commission.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boards and Commissions Vacancy Notification Waiver

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

BOCC consideration of waiver of Section 4 of BOCC Resolution No. 2024-13

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/8/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY

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

To: Board of County Commissioners

Date: November 11, 2025

Re: Planning Commission appointments

Staff requests Board consideration of the waiver of certain provision of Resolution 2024-13 (attached), "A Resolution Establishing and Amending The Policy For Appointments To Boards and Commissions Managed by Gunnison County and Other Organizations."

Gunnison County has advertised Planning Commission vacancies in accordance with this resolution. There are five vacancies on the Planning Commission for terms beginning in 2026, only four people have submitted applications.

Due to the current workload before the Planning Commission and recent resignations by three Commissioners in November and December, the Commission has struggled to maintain a consistent quorum of three members. This may limit the Commission's ability to meet, review applications, and move work forward. Given these constraints, staff requests the Board consider waiving Section 4 of Resolution 2024-13.

Section 8 of the Resolution allows the Board to waive any portion of the resolution by a majority vote:

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

Waiver of Section 4 will allow the County Administration staff to re-advertise the vacancies immediately rather than wait three weeks as required by Section 4.

Please feel free to contact me with any questions or concerns. Thanks.

Gunnison County, CO
3/21/2024 8:28:02 AM
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Page 1 of 5
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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 SEAL COLORADO

Gunnison County, CO
3/21/2024 8:28:02 AM
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Page 5 of 5
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Utility Easement; Visionary Communications LLC dba

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

a.The Board of County Commissioners of Gunnison County grants to Visionary Communications LLC d/b/a Visionary Broadband subject to the terms and conditions set forth below, a perpetual non-exclusive easement. The Easement shall be used exclusively for the installation, replacement,

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: Discharge Date: 12/9/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/16/2025

Revised April 2015

From: Marcus J. Lock
To: Matthew Hoyt
Subject: Lots 9-10, Gunnison Center 1-C (Visionary Utility Easement)
Date: Tuesday, November 18, 2025 12:02:05 PM
Attachments: image001.png
20251117 Visionary GVH Easement.docx
GVH Proposed Easement Drawing.pdf

[EXTERNAL SENDER - USE CAUTION]

Matt,

Per my comment to you today at the BOCC meeting, pleased find a draft utility easement attached for your review and approval, and once acceptable to you, execution by the BOCC chair.

The drawing is attached second just for your benefit and for your file. I thought about whether to include it as an exhibit and decided not to given the simplicity of the written legal description (and the colors on the drawing which are a pain).

Please call or email with questions or comments.

Thank you!

Best regards,

Marcus

Marcus J. Lock
Managing Member | Law of the Rockies
525 North Main Street
Gunnison, Colorado 81230
Tel: 970-641-1903, ext. 1
mlock@lawoftherockies.com
www.lawoftherockies.com

LAW OF THE ROCKIES
Gunnison | Crested Butte

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From: Marcus J. Lock
Sent: Tuesday, November 18, 2025 9:09 AM
To: 'Wade Baker' <WBaker@gvh-colorado.org>
Cc: Jeff Elmore <JElmore@gvh-colorado.org>; info@allcountysurvey.com
Subject: RE: ALTA checklist for Lots 9-10, Gunnison Center 1-C

Wade, Jeff, and Stephen,

A draft easement is attached. Once you review it, and I incorporate any comments that you have, I will send it to Matt Hoyt for his review and approval and execution by the BOCC. Please call or email with questions. Thanks.

Marcus

Marcus J. Lock
Managing Member | Law of the Rockies
525 North Main Street
Gunnison, Colorado 81230
Tel: 970-641-1903, ext. 1
mlock@lawoftherockies.com
www.lawoftherockies.com

LAW OF THE ROCKIES
Gunnison | Crested Butte

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any hard copy formats. Thank you.

UTILITY EASEMENT

1. Grant of Easement. The **Board of County Commissioners of Gunnison County**, whose address is 200 E. Virginia Avenue, Gunnison, CO 81230 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to **Visionary Communications LLC,** a Wyoming limited liability company**, d/b/a Visionary Broadband**, whose mailing address is PO Box 2799, Gillette, WY 82717 ("Grantee"), subject to the terms and conditions set forth below, a perpetual non-exclusive easement (the "Easement"), over, across, and underneath the property which is legally described as follows (the "Easement Area"):

The west 10 feet of the east 25 feet of Lot 10, Replat of Lots 9 and 10, The Gunnison Center Phase 1-C, according to the Plat recorded February 10, 2022 in the Office of the Gunnison County Clerk and Recorder at Reception No. 683017.

2. Easement in Gross. The Easement is an easement in gross for the benefit of Grantee. All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3. Use; Limit on Above-Ground Use.

a. The Easement shall be used exclusively for the installation, replacement, repair, maintenance, removal, and operation of underground fiber optic or similar internet or telecommunications line within the Easement Area. Additional necessary telecommunications equipment may be installed within the Easement Area provided that the design and location of such equipment has been approved by Grantor. All lines and equipment installed pursuant to this Easement shall be referred to herein as "Facilities."

b. No new above-ground utility lines are authorized by this Easement.

4. Installation; Maintenance; Repairs.

a. Except during installation and performance of necessary repair or maintenance work on the Facilities, Grantee shall not disturb the surface of the Easement Area nor otherwise interfere with Grantor's use of the property on which the Easement Area is located.

b. All costs of installation, maintenance, and repairs shall be the responsibility of Grantee.

c. Grantee shall provide Grantor with 48 hours of advance notice prior to causing any disturbance to the surface of the Easement Area.

d. Any work that necessitates a disturbance to the surface of the Easement Area shall be performed as expeditiously as possible and the Easement Area shall be returned to its pre-existing condition as expeditiously as possible.

e. Grantee shall post warning signs on both sides of any disturbed surface to notify the public that the area is under construction.

f. Installation of the Facilities shall be performed in accordance with all applicable state and local laws and codes. Grantee shall obtain all necessary permits for the installation.

5. Obstructions.

a. Grantee shall have the right, upon prior consultation and coordination with Grantor, to cut, remove, clear away, trim and control, by any reasonable means, including machinery or otherwise, any and all trees, brush and shrubbery within the Easement Area, which now or hereafter, may interfere with the safe construction, operation and maintenance of the Facilities.

b. Grantor shall not allow any buildings or other structures, landscaping, or personal property to be placed on the Easement Area in such a manner as to interfere with the safe operation or maintenance of the Facilities. In particular, Grantor shall not cause or allow obstructions that hinder access to manholes, or the opening of equipment doors. 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 Facilities, Grantor shall remove the material or structures or authorize Grantee to do so.

6. Reclamation.

a. Grantee must restore any disturbed area, at its sole cost and expense, to the same condition as such area existed prior to Grantee's construction activities.

b. Grantee shall backfill all disturbances caused by the underground excavation and Grantee shall restore the surface of the Easement Area to its original contour as nearly practicable and will reasonably replace or rebuild any and all damaged property, the damage to which is caused by the installation, operation or maintenance of the Facilities. The restoration shall be accomplished as soon as practicable after work is performed.

c. Grantee shall remove all surplus excavation and spoils from Grantor’s property.

7. Duty to Prevent Damage or Interference. The Facilities shall be installed and the Facilities and Easement Area shall be used in such a manner as not to cause any damage or destruction of any nature whatsoever to existing improvements located on Grantor’s property. Grantee shall promptly correct or repair any and all damage caused by Grantee and Grantee's agents or employees while performing construction or maintenance work on the Facilities, at Grantee's sole cost and expense. The Facilities shall be installed and the Facilities and Easement Area shall be used in such a manner as not to cause any interference with or interruption of the use of any adjoining lands owned by third parties and any utilities installed over, across, or underneath Grantor’s property.

8. Grantee’s Property. Grantor agrees that all structures, wires and other facilities installed in the Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee. Provided, however, upon such removal without immediate replacement, the Grantor may deem the Easement to be abandoned.

9. Grantor’s Property. Grantor shall remain the fee title owner of the Easement Area and shall be entitled to the full use and enjoyment of the Easement Area, subject only to the rights conveyed to Grantee in this Easement.

10. Limitation of Liability of Grantor. Notwithstanding anything contained in this agreement or in applicable law, neither Grantor, nor its officers, commissioners, employees, agents, staff, officials or contractors shall have any liability or responsibility whatsoever in connection with the Facilities, such responsibility being hereby expressly and completely assumed by Grantee.

11. Indemnification by Grantee. Grantee shall indemnify and hold Grantor harmless from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, repair, maintenance, or operation of the Facilities.

12. Amendment and Validity. No addendum, amendment, change or modification of this Agreement shall be binding between the Parties unless in writing and executed by the Parties hereto.

13. Applicable Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Colorado. Jurisdiction and venue for any action arising out of or relating to this Agreement or the interpretation, enforcement, or determination of the rights and duties of the Parties under this Agreement shall be the District Court of Colorado, in Gunnison County, Colorado.

14. Attorney Fees. If any action is brought in a court of law by any Party as to the enforcement, interpretation or construction of this Agreement, the prevailing Party in such action shall be awarded reasonable attorney fees as well as all costs incurred in the prosecution or defense of such action.

15. Counterparts. A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract among the Parties.

16. Recording. This Agreement may be recorded in the real property records of Gunnison County, Colorado.

17. Authorization. By executing this Agreement, each person signing on behalf of each Party acknowledges and represents to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Party have the legal capacity and have been duly authorized to do so.

Executed on the date set forth below.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

[THE SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING TWO PAGES]

GRANTOR: Board of County Commissioners of Gunnison County

By: _____ _____
Laura Puckett Daniels, Chairperson Date

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Laura Puckett Daniels as Chairperson of the Board of County Commissioners of Gunnison County. Witness my hand and official seal. My commission expires:_____.

_____
Notary Public

GRANTEE: Visionary Communications LLC, a Wyoming limited liability company, d/b/a Visionary Broadband

By: _____ _____
Date

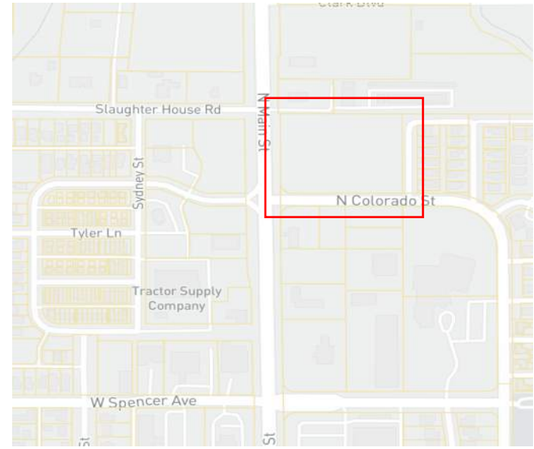
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____ as _____ of Visionary Communications LLC, a Wyoming limited liability company, d/b/a Visionary Broadband. Witness my hand and official seal. My commission expires:_____.

_____
Notary Public

Proposed Visionary Broadband Easement



Proprietary information not for disclosure

This set of plans contains confidential or proprietary information, and the recipient must not disclose, copy, re-create, or distribute the plans or the information contained therein, either directly or indirectly, to other entities or individuals without written or express permission from Visionary Broadband.

SHEET REVISIONS:

No.	Revisions:	By:	Date:

VISIONARY BROADBAND
1001 s DOUGLAS HWY STE 201
GILLETTE, WY 82716

811 Know what's below. Call before you dig.

Proposed Easement Detail

Issue Date: 10/22/2025

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 2025 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact: 12,688,750.05

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/11/2025

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
November-25

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(3,198,797.35)
130	95 11122	General - Payroll Account	1,509,703.97	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	(6,025,016.80)
002	02 11900	Road & Bridge	0.00	(338,792.73)
003	03 11900	Human Services	0.00	(11,056.22)
004	04 11900	Public Health Agency	0.00	(12,597.25)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(556,803.84)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(248.24)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	0.00	(518,768.73)
013	13 11900	Land Preservation	0.00	(161,752.87)
030	30 11900	Mosquito Control	1,675.00	0.00
032	32 11900	Sage Grouse Trust	9,379.82	0.00
034	34 11900	Risk Management	0.00	(15,188.06)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(8,112.61)
050	50 11900	Gunnison County Sewer	0.00	(7,711.26)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(23,155.52)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(180,277.79)
125	52 11101	Solid Waste - Landfill Closure	5,904.17	0.00
126	52 11102	Solid Waste - Landfill Const	22,254.25	0.00
070	70 11900	Housing Authority	0.00	(1,567,561.16)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	4,350.73	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	40,023.63	0.00
082	82 11900	ISF-II	1,577.44	0.00
090	90 11900	Health Insurance Trust	0.00	(62,643.22)
115	90 11101	Health Insurance Claims	254,057.30	0.00
091	91 11900	Local Marketing District	160,714.82	0.00
092	92 11900	Transportation Authority	231,844.90	0.00
093	93 11900	Public Trustee Agency	0.00	(266.40)
145	95 11121	Accounts Payable Clearing	10,447,264.02	0.00
		TOTALS	**$ 12,688,750.05**	**$ (12,688,750.05)**

TRANSFER FOR JOURNAL ENTRIES:
511075511076, 511077, 511086, 511087, 510487, 509848, 510700, 510701, 510704, 508874, 508873, 511254, 511255, 511256, 511266, 511265, 511267, 508875, 511271, 511293, 511495511503, 501984, 511504, Void 164606, Void 164552, 501843 GNI, 510607 GNI, AP, 511499, 511286, 511292,

PREPARED BY: Whitney DATE: DEC 10 2025

AUTHORIZED BY: DATE: 12/10/25

RECEIVED BY TREASURER: TBrown DATE: 12/10/25

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-25

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900
-	511075	STND1: VEHICLE/EQUIPMENT RENT	11/30/2025	(27,143.75)						(903.11)	
-	511076,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2025	38,944.68					(9,545.84)		(5,166.67)
-	511077,	STND3: MAPPING SYSTEM CHARGES	11/30/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)
-	511086,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2025	(4,945.34)					(498.00)	(765.00)	(989.99)
-	511087,	STND5: COMPUTER SYSTEM CHARGES	11/30/2025	(30,516.10)					(3,302.58)	(2,833.33)	(5,439.75)
-	510487,	MOTORPOOL RENTS OCTOBER	10/31/2025	(6,553.40)						(79.10)	(597.80)
-	509848,	RECLASS SEPT HHS EXP	9/30/2025							1,219.26	(1,219.26)
-	510700,	EQUIPMENT USAGE OCTOBER	10/31/2025	(16,292.95)					(141,813.70)		
-	510701,	MATERIAL USAGE OCTOBER	10/31/2025	(11,329.50)					(5,764.64)		
-	510704,	RECLASS TREASURER FEES 10-2025	10/31/2025	(394.33)					1.84		(584.08)
-	508874,	NEW CORRECTION FOR TREASURER FEES	8/31/2025	(117,140.44)							
-	508873,	REVERSE 508413 TREASURER FEE CORRECTION	8/31/2025	(117,140.44)							
-	511254,	REC MED/DEN/FLEX/RX/CHECKS NOV	11/30/2025	(8,643.68)							
-	511255,	COPIES BLACK NOV 2025	11/30/2025	(581.48)					(120.92)		(38.60)
-	511256,	COPIES COLOR NOV 2025	11/30/2025	(1,670.95)					(367.74)	(0.18)	(25.20)
-	511266,	POSTAGE USE NOV 2025	11/30/2025	(1,625.65)							
-	511265,	LANDFILL ALLOCATION NOVEMBER	11/30/2025								
-	511267,	RECORD STOP LOSS PYMTS NOV	11/30/2025								
-	508875,	CORRECT TRANSFERTO GRANT FOR R&B RENOVATION	8/31/2025	203,112.61							
-	511271,	PH PHOTOCOPY-NOV	11/30/2025	(100.00)							(143.84)
	511293,	RECLASS COMPUTER SVCS TO NEW GRANTS FROM CH	11/30/2025	(250.00)							250.00
-	511495	RECLASS NOV COPY TO JS ACTIVITY FROM CTC G3500	11/30/2025	(63.80)							63.80
-	511503,	TRANSFER FOR 2019 cop THAT WAS PAID OFF IN 2025	11/30/2025								
-	501984,	CORRECT A 2024 LINKAGE FEE JE BOOKED BACKWARD	1/1/2025	(2,025,089.28)							
-	511504,	CASH XFERS FOR NOVEMBER CASH SHORTAGES	11/30/2025	(197,475.00)							111,975.00
-											
-											
-											
-											
-											
-	Void 164606,	GRIMES SERVICE COMPANY	11/6/2025	58,725.00							
-	Void 164552,	GRIMES SERVICE COMPANY	11/6/2025	32,625.00							
-	501843 GNI,	PCARD IMPORT January 2025	1/31/2025	46,253.43					(1,618.56)	(8,090.92)	(11,100.25)
-	510607 GNI,	PCARD IMPORT October 2025	10/31/2025	65,154.49					(5,863.47)	(29,534.35)	(4,543.67)
-	AP,	AP CLEARING November 2025	11/30/2025	(363,854.85)					(16,832.44)	(1,681.11)	(24,657.35)
-	511499,	REVENUE CLEARING November 2025	11/30/2025	257,880.83				(6,025,016.80)	65,374.89	203,106.44	59,300.17
-	511286,	PAYROLL IMPORT November 2025	11/30/2025	550,554.85					(216,765.81)	(171,472.74)	(129,657.68)
-	511292,	PAYROLL TRANSFER (BMO TRF) November 2025	11/30/2025	(1,509,703.97)							
-		TOTALS		(3,198,797.35)	-	-	-	(6,025,016.80)	(338,792.73)	(11,056.22)	(12,597.25)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-25

JE's	Description	Finance Business Date	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900
511075	STND1: VEHICLE/EQUIPMENT RENT	11/30/2025					(1,613.04)					
511076,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2025					(4,635.00)				1,675.00	
511077,	STND3: MAPPING SYSTEM CHARGES	11/30/2025					(22.08)					
511086,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2025					(408.00)					
511087,	STND5: COMPUTER SYSTEM CHARGES	11/30/2025					(1,840.00)					
510487,	MOTORPOOL RENTS OCTOBER	10/31/2025										
509848,	RECLASS SEPT HHS EXP	9/30/2025										
510700,	EQUIPMENT USAGE OCTOBER	10/31/2025										
510701,	MATERIAL USAGE OCTOBER	10/31/2025										
510704,	RECLASS TREASURER FEES 10-2025	10/31/2025					(1,074.54)		(4,977.74)	6,269.91		
508874,	NEW CORRECTION FOR TREASURER FEES	8/31/2025										
508873,	REVERSE 508413 TREASURER FEE CORRECTION	8/31/2025										
511254,	REC MED/DEN/FLEX/RX/CHECKS NOV	11/30/2025										
511255,	COPIES BLACK NOV 2025	11/30/2025					(22.93)					
511256,	COPIES COLOR NOV 2025	11/30/2025					(75.42)					
511266,	POSTAGE USE NOV 2025	11/30/2025										
511265,	LANDFILL ALLOCATION NOVEMBER	11/30/2025										9,379.82
511267,	RECORD STOP LOSS PYMTS NOV	11/30/2025										
508875,	CORRECT TRANSFERTO GRANT FOR R&B RENOVATION	8/31/2025							(150,000.00)			
511271,	PH PHOTOCOPY-NOV	11/30/2025										
511293,	RECLASS COMPUTER SVCS TO NEW GRANTS FROM CH	11/30/2025										
511495	RECLASS NOV COPY TO JS ACTIVITY FROM CTC G3500	11/30/2025										
511503,	TRANSFER FOR 2019 cop THAT WAS PAID OFF IN 2025	11/30/2025		1,039,095.83					(1,039,095.83)			
501984,	CORRECT A 2024 LINKAGE FEE JE BOOKED BACKWARD	1/1/2025										
511504,	CASH XFERS FOR NOVEMBER CASH SHORTAGES	11/30/2025										
Void 164606,	GRIMES SERVICE COMPANY	11/6/2025										
Void 164552,	GRIMES SERVICE COMPANY	11/6/2025										
501843 GNI,	PCARD IMPORT January 2025	1/31/2025					(2,770.44)					
510607 GNI,	PCARD IMPORT October 2025	10/31/2025					(2,562.66)					
AP,	AP CLEARING November 2025	11/30/2025		(1,595,899.67)			(27,367.50)			(243,340.00)		
511499,	REVENUE CLEARING November 2025	11/30/2025					128,422.76		675,304.84	75,317.22		
511286,	PAYROLL IMPORT November 2025	11/30/2025					(86,279.39)					
511292,	PAYROLL TRANSFER (BMO TRF) November 2025	11/30/2025										
	TOTALS		-	(556,803.84)	-	-	(248.24)	-	(518,768.73)	(161,752.87)	1,675.00	9,379.82

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-25

JE's	Description	Finance Business Date	**34** Risk Management 34 11900	**41** Airport Construction 41 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900
511075	STND1: VEHICLE/EQUIPMENT RENT	11/30/2025				(354.17)		(1,456.45)		(22,937.53)			
511076,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2025				(3,749.57)		2,416.65		(5,538.58)			
511077,	STND3: MAPPING SYSTEM CHARGES	11/30/2025						(661.67)					
511086,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2025						(45.00)		(45.00)			
511087,	STND5: COMPUTER SYSTEM CHARGES	11/30/2025						(445.00)		(715.00)			
510487,	MOTORPOOL RENTS OCTOBER	10/31/2025											
509848,	RECLASS SEPT HHS EXP	9/30/2025											
510700,	EQUIPMENT USAGE OCTOBER	10/31/2025						(144.67)		(2,712.26)			
510701,	MATERIAL USAGE OCTOBER	10/31/2025											
510704,	RECLASS TREASURER FEES 10-2025	10/31/2025								(1.84)			6,653.82
508874,	NEW CORRECTION FOR TREASURER FEES	8/31/2025											117,140.44
508873,	REVERSE 508413 TREASURER FEE CORRECTION	8/31/2025											117,140.44
511254,	REC MED/DEN/FLEX/RX/CHECKS NOV	11/30/2025											
511255,	COPIES BLACK NOV 2025	11/30/2025						(1.44)					
511256,	COPIES COLOR NOV 2025	11/30/2025						(16.74)					
511266,	POSTAGE USE NOV 2025	11/30/2025											
511265,	LANDFILL ALLOCATION NOVEMBER	11/30/2025								(37,538.24)	5,904.17	22,254.25	
511267,	RECORD STOP LOSS PYMTS NOV	11/30/2025											
508875,	CORRECT TRANSFERTO GRANT FOR R&B RENOVATION	8/31/2025			(53,112.61)								
511271,	PH PHOTOCOPY-NOV	11/30/2025											
511293,	RECLASS COMPUTER SVCS TO NEW GRANTS FROM CH	11/30/2025											
511495	RECLASS NOV COPY TO JS ACTIVITY FROM CTC G3500	11/30/2025											
511503,	TRANSFER FOR 2019 cop THAT WAS PAID OFF IN 2025	11/30/2025											
501984,	CORRECT A 2024 LINKAGE FEE JE BOOKED BACKWARD	1/1/2025											2,025,089.28
511504,	CASH XFERS FOR NOVEMBER CASH SHORTAGES	11/30/2025	38,750.00		20,000.00								17,500.00
Void 164606,	GRIMES SERVICE COMPANY	11/6/2025											
Void 164552,	GRIMES SERVICE COMPANY	11/6/2025											
501843 GNI,	PCARD IMPORT January 2025	1/31/2025						(350.00)		(6,935.83)			
510607 GNI,	PCARD IMPORT October 2025	10/31/2025						(100.00)		(3,276.21)			(448.94)
AP,	AP CLEARING November 2025	11/30/2025	(53,938.06)			(2,755.40)		(5,882.44)		(42,035.17)			(7,318,747.51)
511499,	REVENUE CLEARING November 2025	11/30/2025			25,000.00					20.20			3,476,894.21
511286,	PAYROLL IMPORT November 2025	11/30/2025				(852.12)		(16,468.76)		(58,562.33)			(8,782.90)
511292,	PAYROLL TRANSFER (BMO TRF) November 2025	11/30/2025											
	TOTALS		(15,188.06)	-	(8,112.61)	(7,711.26)	-	(23,155.52)	-	(180,277.79)	5,904.17	22,254.25	(1,567,561.16)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-25

JE's	Description	Finance Business Date	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900
511075	STND1: VEHICLE/EQUIPMENT RENT	11/30/2025					54,564.30	(156.25)					
511076,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2025					(8,108.83)	(1,416.67)			(3,708.50)	(1,166.67)	
511077,	STND3: MAPPING SYSTEM CHARGES	11/30/2025						13,937.00					
511086,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2025					(45.00)	7,786.33					(45.00)
511087,	STND5: COMPUTER SYSTEM CHARGES	11/30/2025					(460.00)	45,786.76					(235.00)
510487,	MOTORPOOL RENTS OCTOBER	10/31/2025					7,230.30						
509848,	RECLASS SEPT HHS EXP	9/30/2025											
510700,	EQUIPMENT USAGE OCTOBER	10/31/2025					160,963.58						
510701,	MATERIAL USAGE OCTOBER	10/31/2025					17,094.14						
510704,	RECLASS TREASURER FEES 10-2025	10/31/2025									(3,363.97)	(2,529.07)	
508874,	NEW CORRECTION FOR TREASURER FEES	8/31/2025											
508873,	REVERSE 508413 TREASURER FEE CORRECTION	8/31/2025											
511254,	REC MED/DEN/FLEX/RX/CHECKS NOV	11/30/2025							(249,054.20)	257,697.88			
511255,	COPIES BLACK NOV 2025	11/30/2025						765.45					(0.08)
511256,	COPIES COLOR NOV 2025	11/30/2025						2,156.23					
511266,	POSTAGE USE NOV 2025	11/30/2025						1,625.65					
511265,	LANDFILL ALLOCATION NOVEMBER	11/30/2025											
511267,	RECORD STOP LOSS PYMTS NOV	11/30/2025							3,640.58	(3,640.58)			
508875,	CORRECT TRANSFERTO GRANT FOR R&B RENOVATION	8/31/2025											
511271,	PH PHOTOCOPY-NOV	11/30/2025						243.84					
511293,	RECLASS COMPUTER SVCS TO NEW GRANTS FROM CH	11/30/2025											
511495	RECLASS NOV COPY TO JS ACTIVITY FROM CTC G3500	11/30/2025											
511503,	TRANSFER FOR 2019 cop THAT WAS PAID OFF IN 2025	11/30/2025											
501984,	CORRECT A 2024 LINKAGE FEE JE BOOKED BACKWARD	1/1/2025											
511504,	CASH XFERS FOR NOVEMBER CASH SHORTAGES	11/30/2025						7,750.00					1,500.00
Void 164606,	GRIMES SERVICE COMPANY	11/6/2025											
Void 164552,	GRIMES SERVICE COMPANY	11/6/2025											
501843 GNI,	PCARD IMPORT January 2025	1/31/2025					(3,388.37)	(11,414.72)	(485.34)				(99.00)
510607 GNI,	PCARD IMPORT October 2025	10/31/2025					(1,415.88)	(13,012.83)	(4,281.48)				(115.00)
AP,	AP CLEARING November 2025	11/30/2025		(6,239.17)			(112,347.77)	(4,536.76)	(75,115.51)		(275,000.00)	(368,383.31)	
511499,	REVENUE CLEARING November 2025	11/30/2025		11,684.00							442,787.29	603,923.95	
511286,	PAYROLL IMPORT November 2025	11/30/2025		(1,094.10)			(74,062.84)	(47,936.59)	262,652.73				(1,272.32)
511292,	PAYROLL TRANSFER (BMO TRF) November 2025	11/30/2025											
	TOTALS		-	4,350.73	-	-	40,023.63	1,577.44	(62,643.22)	254,057.30	160,714.82	231,844.90	(266.40)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-25

JE's	Description	Finance Business Date	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
511075	STND1: VEHICLE/EQUIPMENT RENT	11/30/2025		
511076,	STND2: BUDGETED INTERFUND TRANSFERS	11/30/2025		
511077,	STND3: MAPPING SYSTEM CHARGES	11/30/2025		
511086,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2025		
511087,	STND5: COMPUTER SYSTEM CHARGES	11/30/2025		
510487,	MOTORPOOL RENTS OCTOBER	10/31/2025		
509848,	RECLASS SEPT HHS EXP	9/30/2025		
510700,	EQUIPMENT USAGE OCTOBER	10/31/2025		
510701,	MATERIAL USAGE OCTOBER	10/31/2025		
510704,	RECLASS TREASURER FEES 10-2025	10/31/2025		
508874,	NEW CORRECTION FOR TREASURER FEES	8/31/2025		
508873,	REVERSE 508413 TREASURER FEE CORRECTION	8/31/2025		
511254,	REC MED/DEN/FLEX/RX/CHECKS NOV	11/30/2025		
511255,	COPIES BLACK NOV 2025	11/30/2025		
511256,	COPIES COLOR NOV 2025	11/30/2025		
511266,	POSTAGE USE NOV 2025	11/30/2025		
511265,	LANDFILL ALLOCATION NOVEMBER	11/30/2025		
511267,	RECORD STOP LOSS PYMTS NOV	11/30/2025		
508875,	CORRECT TRANSFERTO GRANT FOR R&B RENOVATION	8/31/2025		
511271,	PH PHOTOCOPY-NOV	11/30/2025		
511293,	RECLASS COMPUTER SVCS TO NEW GRANTS FROM CH	11/30/2025		
511495	RECLASS NOV COPY TO JS ACTIVITY FROM CTC G3500	11/30/2025		
511503,	TRANSFER FOR 2019 cop THAT WAS PAID OFF IN 2025	11/30/2025		
501984,	CORRECT A 2024 LINKAGE FEE JE BOOKED BACKWARD	1/1/2025		
511504,	CASH XFERS FOR NOVEMBER CASH SHORTAGES	11/30/2025		
Void 164606,	GRIMES SERVICE COMPANY	11/6/2025	(58,725.00)	
Void 164552,	GRIMES SERVICE COMPANY	11/6/2025	(32,625.00)	
501843 GNI,	PCARD IMPORT January 2025	1/31/2025		
510607 GNI,	PCARD IMPORT October 2025	10/31/2025		
AP,	AP CLEARING November 2025	11/30/2025	10,538,614.02	
511499,	REVENUE CLEARING November 2025	11/30/2025		
511286,	PAYROLL IMPORT November 2025	11/30/2025		
511292,	PAYROLL TRANSFER (BMO TRF) November 2025	11/30/2025		1,509,703.97
	TOTALS		10,447,264.02	1,509,703.97

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: October 2025 Sales and Local Marketing Tax Report

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see attached.

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/11/2025

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/16/2025

Revised April 2015

Gunnison County, Colorado
Total Taxable Sales

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172	18,893,334	19,337,626	18,578,023	20,724,493	24,442,851	30,883,538	26,126,479	28,195,393	21,029,672			$ 226,260,581
Crested Butte	11,712,346	15,613,837	16,085,261	6,338,693	6,602,562	14,905,605	24,060,045	18,966,055	14,497,666	9,285,113			$ 138,067,183
Mt. Crested Butte	7,659,713	9,984,691	10,652,044	2,045,024	2,071,261	4,035,904	7,783,731	5,025,033	4,279,976	2,335,481			$ 55,872,858
Marble	46,130	58,375	71,577	43,549	276,046	408,711	550,832	494,204	623,193	303,668			$ 2,876,285
Pitkin	86,335	133,944	153,284	152,459	172,556	480,371	706,997	555,027	408,299	164,038			$ 3,013,310
Unincorporated	20,064,643	31,378,809	20,845,498	19,463,254	20,434,570	26,822,367	29,268,313	26,747,821	27,815,883	21,719,361			$ 244,560,519
TOTAL TAXABLE SALES	$ 57,618,339	$ 76,062,990	$ 67,145,290	$ 46,621,002	$ 50,281,488	$ 71,095,809	$ 93,253,456	$ 77,914,619	$ 75,820,410	$ 54,837,333			$ 670,650,736
Computed 1% Sales Tax	**$ 576,183**	**$ 760,630**	**$ 671,453**	**$ 466,210**	**$ 502,815**	**$ 710,958**	**$ 932,535**	**$ 779,146**	**$ 758,204**	**$ 548,373**			$ 6,706,507
% Incr(Decr) of 2025 over 2024	0.67%	26.54%	9.20%	21.97%	6.40%	2.47%	12.71%	2.00%	7.04%	-15.32%			

Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	$ 262,219,653
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	$ 162,825,706
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	$ 2,444,499
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	$ 253,831,648
TOTAL TAXABLE SALES	$ 57,236,655	$ 60,109,302	$ 61,487,173	$ 38,223,329	$ 47,259,056	$ 69,379,456	$ 82,740,308	$ 76,385,977	$ 70,832,485	$ 64,760,052	$ 47,403,126	$ 72,993,241	$ 748,810,160
Computed 1% Sales Tax	**$ 572,367**	**$ 601,093**	**$ 614,872**	**$ 382,233**	**$ 472,591**	**$ 693,795**	**$ 827,403**	**$ 763,860**	**$ 708,325**	**$ 647,601**	**$ 474,031**	**$ 729,932**	$ 7,488,102
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%

Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	$ 257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	$ 164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	$ 65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	$ 3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	$ 2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	$ 232,911,141
TOTAL TAXABLE SALES	$ 55,756,070	$ 58,454,881	$ 65,630,349	$ 39,026,774	$ 45,260,991	$ 64,125,619	$ 86,056,769	$ 78,695,446	$ 69,146,416	$ 52,318,908	$ 47,353,385	$ 63,647,023	$ 725,472,631
Computed 1% Sales Tax	**$ 557,561**	**$ 584,549**	**$ 656,303**	**$ 390,268**	**$ 452,610**	**$ 641,256**	**$ 860,568**	**$ 786,954**	**$ 691,464**	**$ 523,189**	**$ 473,534**	**$ 636,470**	$ 7,254,726
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%	3.98%

GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	$ 361,947	$ 510,741	$ 413,486	$ 303,953	$ 327,112	$ 463,123	$ 586,141	$ 496,844	$ 491,714	$ 356,316			$ 4,311,378	**$ 4,311,378**
	% Change over previous year (monthly)	*4.67%*	*40.35%*	*10.91%*	*25.14%*	*8.09%*	*1.68%*	*13.23%*	*3.91%*	*10.93%*	*-9.65%*				***10.07%***
2024	COUNTY REVENUE	$ 345,784	$ 363,893	$ 372,803	$ 242,893	$ 302,632	$ 455,467	$ 517,661	$ 478,153	$ 443,264	$ 394,375	$ 307,805	$ 480,765	$ 4,705,494	**$ 3,916,925**
	% Change over previous year (monthly)	*6.42%*	*6.98%*	*-4.35%*	*0.37%*	*7.97%*	*13.88%*	*-2.41%*	*-3.96%*	*-2.37%*	*17.96%*	*1.36%*	*20.61%*		***3.25%***
2023	COUNTY REVENUE	$ 324,932	$ 340,144	$ 389,749	$ 241,989	$ 280,294	$ 399,947	$ 530,432	$ 497,880	$ 454,007	$ 334,331	$ 303,664	$ 398,619	$ 4,495,987	**$ 3,793,704**
	% Change over previous year (monthly)	*10.94%*	*14.37%*	*7.64%*	*5.16%*	*3.91%*	*-5.74%*	*13.91%*	*10.04%*	*11.74%*	*4.76%*	*6.66%*	*5.38%*		***7.77%***
2022	COUNTY REVENUE	$ 292,878	$ 297,417	$ 362,083	$ 230,107	$ 269,740	$ 424,310	$ 465,675	$ 452,474	$ 406,304	$ 319,128	$ 284,705	$ 378,280	$ 4,183,101	**$ 3,520,116**
	% Change over previous year (monthly)	*25.29%*	*15.33%*	*24.83%*	*15.44%*	*15.78%*	*17.74%*	*13.57%*	*24.06%*	*9.13%*	*16.78%*	*13.59%*	*15.90%*		***17.54%***
2021	COUNTY REVENUE	$ 233,764	$ 257,877	$ 290,061	$ 199,332	$ 232,968	$ 360,366	$ 410,033	$ 364,718	$ 372,329	$ 273,281	$ 250,647	$ 326,389	$ 3,571,764	**$ 2,994,728**
	% Change over previous year (monthly)	*10.45%*	*19.35%*	*71.68%*	*39.31%*	*36.67%*	*43.26%*	*22.38%*	*19.85%*	*14.40%*	*14.65%*	*22.07%*	*9.15%*		***26.63%***
2020	COUNTY REVENUE	$ 211,645	$ 216,061	$ 168,955	$ 143,089	$ 170,460	$ 251,544	$ 335,046	$ 304,309	$ 325,465	$ 238,366	$ 205,332	$ 299,015	$ 2,869,287	**$ 2,364,940**
	% Change over previous year (monthly)	*24.45%*	*29.42%*	*-3.86%*	*8.26%*	*19.46%*	*6.12%*	*6.06%*	*11.54%*	*31.38%*	*18.14%*	*14.22%*	*14.84%*		***14.64%***
2019	COUNTY REVENUE	$ 170,068	$ 166,941	$ 175,741	$ 132,172	$ 142,698	$ 237,026	$ 315,888	$ 272,816	$ 247,731	$ 201,760	$ 179,764	$ 260,373	$ 2,502,978	**$ 2,062,841**
	% Change over previous year (monthly)	*6.96%*	*12.89%*	*4.28%*	*9.95%*	*-0.24%*	*10.74%*	*11.84%*	*16.86%*	*-10.43%*	*26.89%*	*43.45%*	*33.69%*		***8.33%***
2018	COUNTY REVENUE	$ 158,998	$ 147,877	$ 168,535	$ 120,215	$ 143,035	$ 214,044	$ 282,457	$ 233,448	$ 276,580	$ 159,001	$ 125,311	$ 194,760	$ 2,224,261	**$ 1,904,191**
	% Change over previous year (monthly)	*14.07%*	*0.56%*	*-3.97%*	*24.93%*	*24.08%*	*16.38%*	*25.51%*	*-2.42%*	*37.65%*	*12.47%*	*7.25%*	*6.80%*		***14.44%***
2017	COUNTY REVENUE	$ 139,392	$ 147,047	$ 175,495	$ 96,225	$ 115,279	$ 183,923	$ 225,052	$ 239,240	$ 200,934	$ 141,366	$ 116,836	$ 182,356	$ 1,963,146	**$ 1,663,954**
	% Change over previous year (monthly)	*11.37%*	*-9.78%*	*11.44%*	*-7.80%*	*5.38%*	*1.77%*	*-4.98%*	*4.68%*	*6.87%*	*17.47%*	*22.18%*	*5.95%*		***3.10%***
2016	COUNTY REVENUE	$ 125,157	$ 162,979	$ 157,480	$ 104,370	$ 109,392	$ 180,729	$ 236,845	$ 228,536	$ 188,024	$ 120,348	$ 95,628	$ 172,116	$ 1,881,604	**$ 1,613,860**
	% Change over previous year (monthly)	*-1.20%*	*29.56%*	*4.72%*	*21.85%*	*6.55%*	*9.49%*	*2.63%*	*16.62%*	*-4.53%*	*6.42%*	*-4.80%*	*4.24%*		***8.10%***
2015	COUNTY REVENUE	$ 126,679	$ 125,795	$ 150,379	$ 85,652	$ 102,664	$ 165,071	$ 230,768	$ 195,968	$ 196,937	$ 113,088	$ 100,454	$ 165,123	$ 1,758,576	**$ 1,492,999**
	% Change over previous year (monthly)	*13.93%*	*13.06%*	*10.63%*	*7.12%*	*3.16%*	*11.09%*	*6.21%*	*7.35%*	*8.53%*	*4.87%*	*4.44%*	*8.69%*		

Budgeted Sales Tax Revenue	$ 4,407,000
% YTD Actual / Total Budgeted	*97.83%*
Budgeted Sales Tax Revenue	$ 4,207,000
% YTD Actual / Total Budgeted	*93.10%*
Budgeted Sales Tax Revenue	$ 3,940,000
% YTD Actual / Total Budgeted	*96.29%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgeted	*103.33%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgeted	*87.91%*
Budgeted Sales Tax Revenue	$ 2,364,672
% YTD Actual / Total Budgeted	*100.01%*
Budgeted Sales Tax Revenue	$ 2,110,144
% YTD Actual / Total Budgeted	*97.76%*
Budgeted Sales Tax Revenue	$ 1,924,050
% YTD Actual / Total Budgeted	*98.97%*
Budgeted Sales Tax Revenue	$ 1,838,400
% YTD Actual / Total Budgeted	*90.51%*
Budgeted Sales Tax Revenue	$ 1,838,000
% YTD Actual / Total Budgeted	*87.81%*
Budgeted Sales Tax Revenue	$ 1,590,000
% YTD Actual / Total Budgeted	*93.90%*

GUNNISON COUNTY

Sales Tax by Industry and Jurisdiction
October 2025 Sales Tax Collected

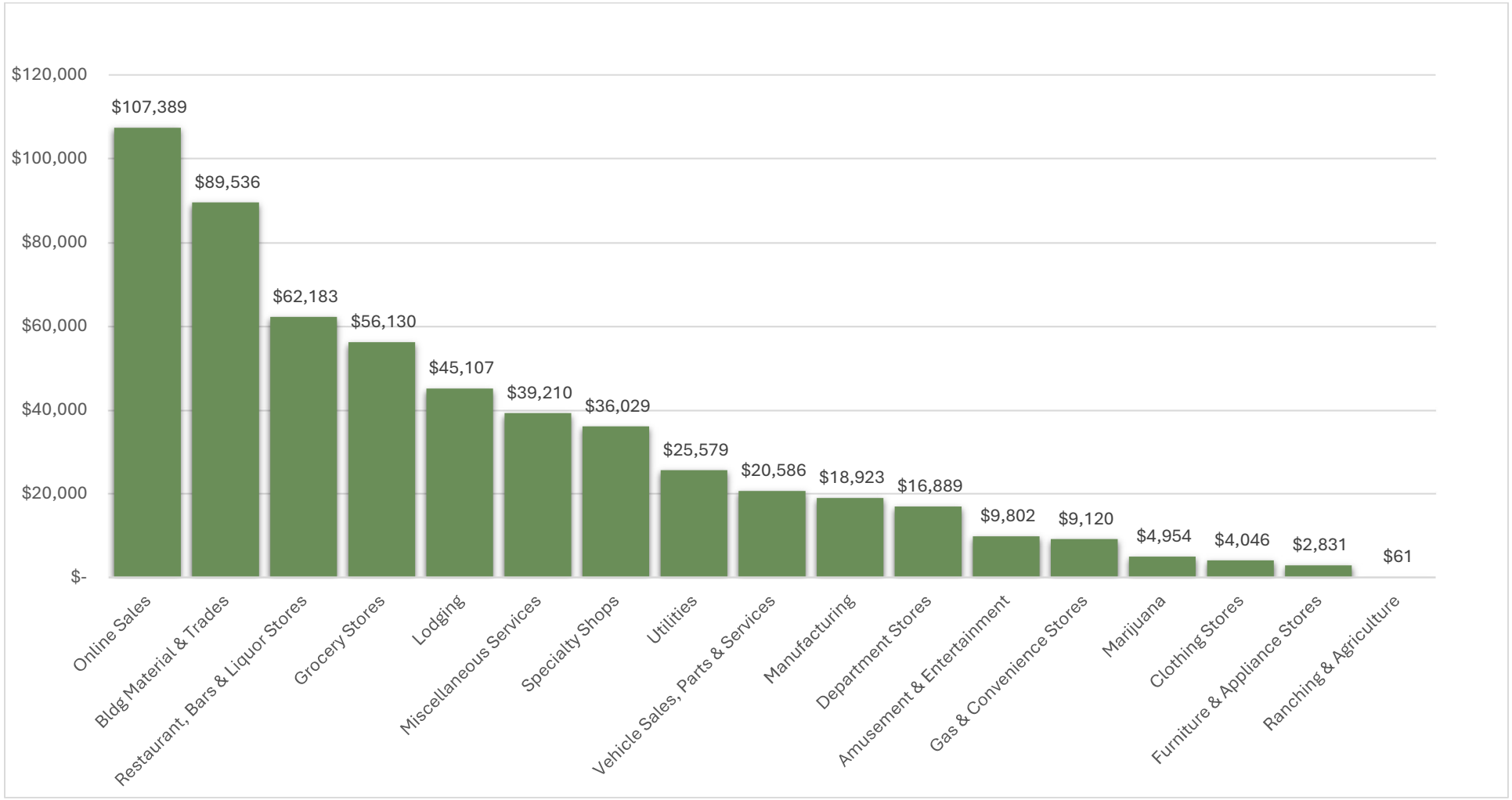
October 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total	$ Change from PY	% Change from PY
Amusement & Entertainment	1,465	7,131	-	70	0	1,135	**$ 9,802**	$ (72)	-0.73%
Bldg Material & Trades	16,623	37,985	101	2,381	67	32,380	**$ 89,536**	$ (159)	-0.18%
Clothing Stores	2,610	1,380	-	56	-	-	**$ 4,046**	$ (822)	-16.88%
Department Stores	-	16,797	-	-	-	92	**$ 16,889**	$ 264	1.59%
Furniture & Appliance Stores	588	1,285	45	249	18	646	**$ 2,831**	$ (9,308)	-76.68%
Grocery Stores	10,291	45,112	-	5	-	722	**$ 56,130**	$ (39,283)	-41.17%
Lodging	8,145	9,392	435	12,700	906	13,528	**$ 45,107**	$ (2,384)	-5.02%
Manufacturing	3,937	5,837	26	566	102	8,453	**$ 18,923**	$ (47,737)	-71.61%
Marijuana	1,632	3,322	-	-	-	-	**$ 4,954**	$ (362)	-6.82%
Miscellaneous Services	7,873	11,613	35	3,033	66	16,589	**$ 39,210**	$ (101)	-0.26%
Online Sales	-	-	-	-	-	107,389	**$ 107,389**	$ (2,931)	-2.66%
Ranching & Agriculture	61	-	-	-	-	-	**$ 61**	$ (9)	-12.68%
Specialty Shops	6,460	12,358	-	2	0	17,208	**$ 36,029**	$ 8,699	31.83%
Utilities	3,972	4,692	184	3,936	268	12,526	**$ 25,579**	$ 1,194	4.90%
Vehicle Sales, Parts & Services	2,346	14,016	-	178	122	3,924	**$ 20,586**	$ (3,837)	-15.71%
Restaurant, Bars & Liquor Stores	25,550	32,202	2,210	179	-	2,041	**$ 62,183**	$ (849)	-1.35%
Gas & Convenience Stores	1,297	7,173	-	-	89	560	**$ 9,120**	$ (1,529)	-14.36%
Grand Total	**$ 92,851**	**$ 210,297**	**$ 3,037**	**$ 23,355**	**$ 1,640**	**$ 217,194**	**$ 548,373**	$ (99,227)	-15.32%

% Change from PY	*-25%*	*-29%*	*-10%*	*-20%*	*-23%*	*13%*	*-15%*

October 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	2,310	6,701	4	12	0	846	**$ 9,874**
Bldg Material & Trades	27,669	41,264	54	3,539	12	17,156	**$ 89,696**
Clothing Stores	2,980	1,696	2	102	13	74	**$ 4,868**
Department Stores	-	16,625	1	-	-	-	**$ 16,626**
Furniture & Appliance Stores	7,364	1,371	91	304	-	3,009	**$ 12,139**
Grocery Stores	10,295	84,461	67	180	60	351	**$ 95,413**
Lodging	7,428	11,033	439	15,607	994	11,990	**$ 47,491**
Manufacturing	12,492	45,805	211	2,062	236	5,853	**$ 66,660**
Marijuana	1,715	3,601	-	-	-	-	**$ 5,316**
Miscellaneous Services	9,299	12,409	84	3,151	376	13,991	**$ 39,311**
Online Sales	2	12	0	-	-	110,305	**$ 110,319**
Ranching & Agriculture	21	50	-	-	-	-	**$ 70**
Specialty Shops	5,346	15,009	5	285	42	6,642	**$ 27,329**
Utilities	3,672	3,966	144	3,575	220	12,809	**$ 24,385**
Vehicle Sales, Parts & Services	1,550	15,749	130	172	80	6,742	**$ 24,423**
Restaurant, Bars & Liquor Stores	29,210	30,569	2,146	130	-	978	**$ 63,033**
Gas & Convenience Stores	1,699	7,166	-	-	95	1,689	**$ 10,648**
Grand Total	**$ 123,052**	**$ 297,487**	**$ 3,377**	**$ 29,120**	**$ 2,127**	**$ 192,436**	**$ 647,601**

Gunnison County Sales Tax by Industry

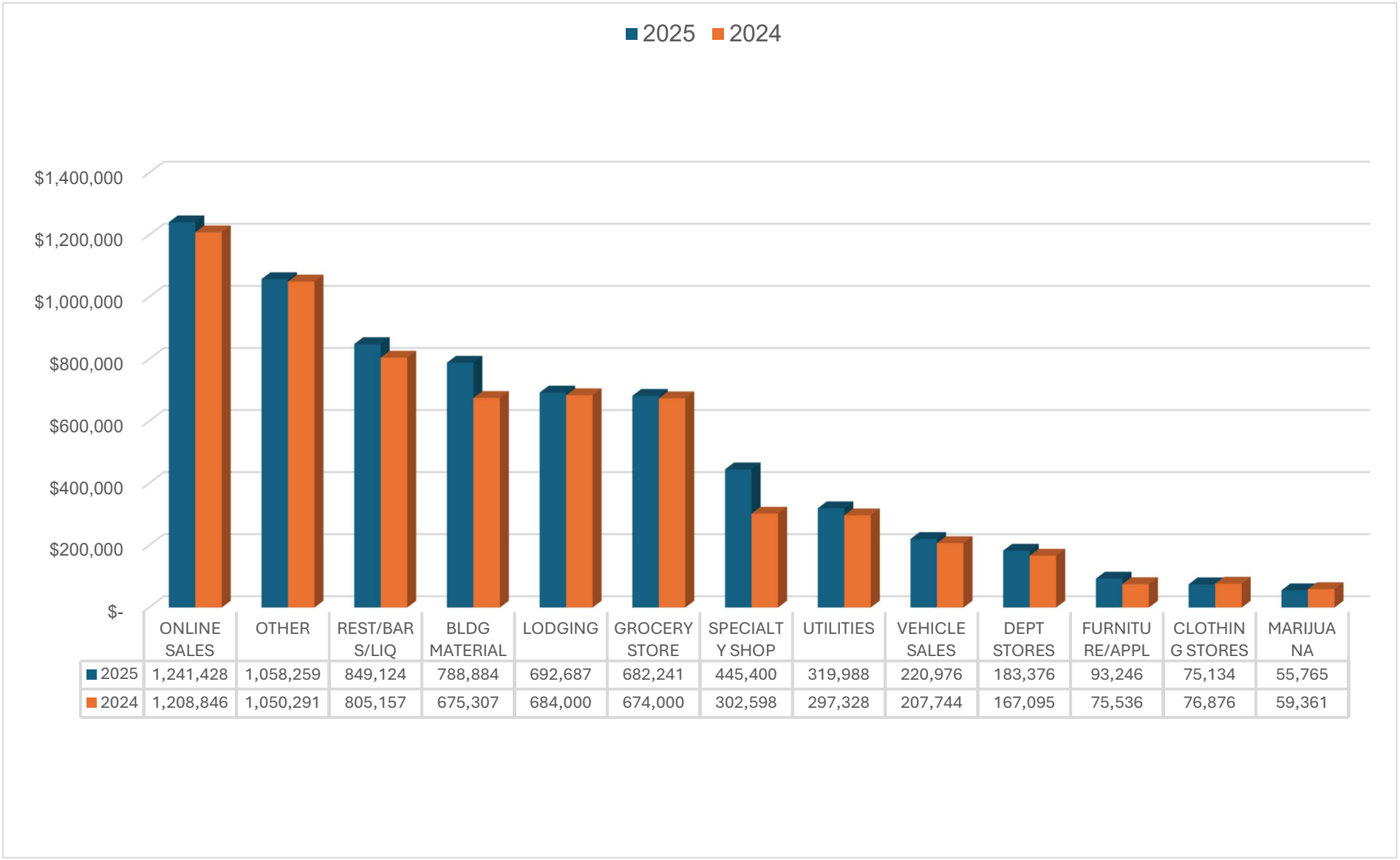
October 2025



Gunnison County Sales Tax

Year to Date Industry Comparison

2025 vs 2024



	ONLINE SALES	OTHER	REST/BARS/LIQ	BLDG MATERIAL	LODGING	GROCERY STORE	SPECIALTY SHOP	UTILITIES	VEHICLE SALES	DEPT STORES	FURNITURE/APPL	CLOTHING STORES	MARIJUANA
2025	1,241,428	1,058,259	849,124	788,884	692,687	682,241	445,400	319,988	220,976	183,376	93,246	75,134	55,765
2024	1,208,846	1,050,291	805,157	675,307	684,000	674,000	302,598	297,328	207,744	167,095	75,536	76,876	59,361

**Other=Amusement & Entertainment, Gas & Convenience Stores, Manufacturing, Miscellaneous Services, Ranching & Agriculture*

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025														
Current Month Net Collection	552,411.00	366,081.52	482,897.74	109,532.30	143,816.00	357,268.00	548,351.00	411,513.58	445,544.14	184,305.00				
Marble Only Collections	*888.00*	*296.52*	*365.00*	*310.00*	*480.00*	*2,826.00*	*4,598.00*	*2,349.00*	*7,117.00*	*2,246.00*				
Non Marble Collections	*551,523.00*	*365,785.00*	*482,532.74*	*109,222.30*	*143,336.00*	*354,442.00*	*543,753.00*	*409,164.58*	*438,427.14*	*182,059.00*				
Interest Credit	38,440.00	537.00	116.00	56.20	9.00	-	16.00	101.79	1,147.78	92.00				
Program Cost	-	689.47	671.92	479.81	409.15	(11,529.51)	639.41	858.53	567.97	609.03				
Current Total Distribution	$ 590,851.00	$ 367,307.99	$ 483,685.66	$ 110,068.31	$ 144,234.15	$ 345,738.49	$ 549,006.41	$ 412,473.90	$ 447,259.89	$ 185,006.03	$ -	$ -	$ 3,635,631.83	$ 3,635,631.83
% Change over previous year (cumulative)	*95.14%*	*-20.30%*	*-0.18%*	*16.94%*	*11.62%*	*5.43%*	*4.10%*	*-2.65%*	*2.76%*	*0.47%*				7.88%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00	126,184.76	353,760.00		
Marble Only Collections	*233.00*	*495.00*	*1,071.00*	*378.00*	*1,125.00*	*5,321.48*	*3,695.00*	*2,715.00*	*7,583.00*	*1,571.00*	*990.76*	1,712.00		
Non Marble Collections	*301,990.00*	*459,186.85*	*482,809.95*	*93,104.00*	*127,625.00*	*333,358.98*	*522,970.00*	*419,601.88*	*427,044.00*	*181,679.00*	*125,194.00*	352,048.00		
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
Current Total Distribution	$ 302,775.95	$ 460,839.69	$ 484,547.29	$ 94,124.05	$ 129,222.22	$ 327,920.32	$ 527,404.17	$ 423,718.24	$ 435,261.90	$ 184,134.26	$ 126,797.40	$ 354,231.67	$ 3,850,977.16	$ 3,369,948.09
% Change over previous year (cumulative)	*-5.02%*	*40.64%*	*11.88%*	*-2.64%*	*3.81%*	*12.20%*	*5.81%*	*18.56%*	*-4.02%*	*-16.05%*	*-0.20%*	*2.81%*		7.95%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	*584.00*	*(362.00)*	*926.00*	*318.00*	*600.00*	*2,512.00*	*2,919.00*	*1,950.00*	*5,775.00*	*1,270.00*	*564.00*	1,397.00		
Non Marble Collections	*317,905.00*	*327,570.00*	*431,738.00*	*95,968.00*	*123,421.56*	*299,625.15*	*495,479.00*	*354,535.00*	*446,993.00*	*216,265.00*	*125,825.00*	*342,725.00*		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ 292,264.33	$ 498,464.59	$ 357,373.24	$ 453,495.82	$ 219,348.84	$ 127,046.45	$ 344,533.12	$ 3,593,236.30	$ 3,121,656.73
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*	*-10.76%*	*-7.64%*	*-6.67%*	*-3.44%*	*-2.45%*	*-1.86%*	*-1.38%*		-2.45%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31	$ 87,289.40	$ 121,894.10	$ 328,323.03	$ 479,362.31	$ 359,480.63	$ 381,932.34	$ 194,462.90	$ 110,094.52	$ 333,046.92	$ 3,643,346.10	$ 3,200,204.66
% Change over previous year (cumulative)	*28.01%*	*15.91%*	*27.14%*	*24.01%*	*22.46%*	*14.20%*	*10.90%*	*8.92%*	*5.85%*	*6.32%*	*4.94%*	*4.39%*		6.32%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$ 367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 3,009,845.24
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*		46.60%
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$ 304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 2,053,043.46
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*		8.70%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$ 258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 1,888,750.93
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*		0.63%
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$ 242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 1,876,912.16
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*		11.43%
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$ 227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 1,684,322.12
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*		10.32%
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$ 194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 1,526,825.08
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*		

GUNNISON COUNTY

COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
Jurisdiction	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Crested Butte	63,764	65,188	85,998	14,202	19,914	63,177	126,948	100,800	82,910	38,618			**$ 661,519**
Gunnison	20,555	20,771	26,006	26,550	30,785	73,481	94,603	63,676	89,837	32,870			**$ 479,133**
Marble	888	297	365	310	480	2,826	4,598	2,349	7,117	2,246			**$ 21,476**
Pitkin	211	323	264	159	236	857	485	3,777	4,634	250			**$ 11,196**
Mt Crested Butte	444,891	213,368	296,116	42,176	42,947	106,715	181,733	114,742	146,925	56,884			**$ 1,646,496**
Unincorporated/ Gunnison County	60,542	66,672	74,265	26,192	49,463	110,212	140,000	126,272	115,269	53,529			**$ 822,416**
Program Cost	-	689	672	480	409	(11,530)	639	859	568	609			**$ (6,604)**
Grand Total	**$ 590,851**	**$ 367,308**	**$ 483,686**	**$ 110,068**	**$ 144,234**	**$ 345,738**	**$ 549,006**	**$ 412,474**	**$ 447,260**	**$ 185,006**	**$ -**	**$ -**	**$ 3,635,632**

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
Jurisdiction	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	**$ 674,646**
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	**$ 493,881**
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	**$ 26,890**
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	**$ 5,913**
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	**$ 1,777,707**
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	**$ 875,948**
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	**$ (4,008)**
Grand Total	**$ 302,776**	**$ 460,840**	**$ 484,547**	**$ 94,124**	**$ 129,222**	**$ 327,920**	**$ 527,404**	**$ 423,718**	**$ 435,262**	**$ 184,134**	**$ 126,797**	**$ 354,232**	**$ 3,850,977**

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
Jurisdiction	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	**$ 774,704**
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	**$ 473,812**
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	**$ 18,464**
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	**$ 8,101**
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	**$ 1,529,758**
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	**$ 792,812**
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	**$ (4,414)**
Grand Total	**$ 318,774**	**$ 327,665**	**$ 433,113**	**$ 96,674**	**$ 124,485**	**$ 292,264**	**$ 498,465**	**$ 357,373**	**$ 453,496**	**$ 219,349**	**$ 127,046**	**$ 344,533**	**$ 3,593,236**

GUNNISON COUNTY

COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	-	-	-	-	-	-	-	-			$ -
Lessors of Residential Buildings	27,046	23,553	47,458	985	9,847	43,153	63,753	64,969	59,673	12,562			$ 352,999
Lessors of Other Real Estate Property	267,649	32,343	44,562	1,581	4,102	14,078	35,123	19,496	15,753	6,755			$ 441,442
Residential Property Managers	23,115	27,090	35,894	1,597	6,294	17,076	38,227	31,298	21,027	6,130			$ 207,748
Hotels and Motels	78,447	104,564	162,868	29,103	32,938	105,962	151,648	109,912	181,600	55,050			$ 1,012,092
Bed and Breakfast Inns	1,161	2,963	5,166	58	315	5,402	6,943	5,174	11,337	1,861			$ 40,380
All Other Traveler Accommodation	186,849	166,162	182,217	73,856	83,690	146,678	225,276	156,486	133,700	95,551			$ 1,450,464
RV Parks and Campgrounds	4,230	4,273	2,398	2,177	5,057	20,681	21,485	18,367	17,493	2,723			$ 98,884
Recreational and Vacation Camps	2,354	5,671	2,451	232	1,582	4,238	5,912	5,913	6,109	3,765			$ 38,227
Program Cost	-	689	672	480	409	(11,530)	639	859	568	609			$ (6,604)
Grand Total	$ 590,851	$ 367,308	$ 483,686	$ 110,068	$ 144,234	$ 345,738	$ 549,006	$ 412,474	$ 447,260	$ 185,006	$ -	$ -	$ 3,635,632

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	$ 288
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	$ 356,588
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	$ 310,763
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	$ 176,340
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	$ 1,165,690
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	$ 37,418
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	$ 1,676,701
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	$ 96,570
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	$ 34,627
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	$ (4,008)
Grand Total	$ 302,776	$ 460,840	$ 484,547	$ 94,124	$ 129,222	$ 327,920	$ 527,404	$ 423,718	$ 435,262	$ 184,134	$ 126,797	$ 354,232	$ 3,850,977

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-				-			152			168	$ 320
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	$ 367,189
Lessors of Other Real Estate Property	(117)	-	937		16,312	45	664	409	34,275	11,803	4,690	32,947	$ 101,965
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	$ 165,367
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	$ 1,205,214
Bed and Breakfast Inns	787	1,422	3,836		60	2,268	5,896	3,108	9,201	1,078	73	1,963	$ 29,692
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	$ 1,583,645
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	$ 107,404
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	$ 36,855
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	$ (4,414)
Grand Total	$ 318,774	$ 327,665	$ 433,113	$ 96,674	$ 124,485	$ 292,264	$ 498,465	$ 357,373	$ 453,496	$ 219,349	$ 127,046	$ 344,533	$ 3,593,236

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

To present Treasurer and investment reports

Fiscal Impact:

Submitted by: Teresa Brown **Submitter's Email Address:** tbrown@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\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/16/2025

Revised April 2015

TREASURER'S MONTHLY REPORT FOR November 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	7,805,763.67	416,799.98	(3,357,474.97)	4,865,088.68
Due from Tre-Road & Bridge	6,344,103.02	68,377.81	(339,082.44)	6,073,398.39
Due from Tre-Human Services	1,081,821.20	11,454.60	(11,525.12)	1,081,750.68
Due from Tre-Public Health Agency	4.19	12,797.65	(12,758.22)	43.62
Due from Tre-Conservation Trust	387,111.38	1,141.58	-	388,252.96
Due from Tre-Bond Fund	1,427,517.21	2,567.70	(556,803.84)	873,281.07
Due from Tre-Airport	1,924,978.48	79,830.02	(2,074.08)	2,002,734.42
Due from Tre-Sales Tax	7,014,621.01	22,981.62	(518,806.87)	6,518,795.76
Due from Tre-Land Preservation	2,331,421.71	6,398.27	(161,752.87)	2,176,067.11
Due from Tre-Mosquito	41,350.21	2,112.05	(16.88)	43,445.38
Due from Tre-Sage Grouse	479,946.81	10,822.82	-	490,769.63
Due from Tre-Risk Management	66.01	15,313.91	(15,341.20)	38.72
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	8,146.36	0.10	(8,112.61)	33.85
Due from Tre-Sewer	958,220.00	74,806.35	(8,894.92)	1,024,131.43
Due from Tre-Water	990,859.71	3,085.20	(23,155.52)	970,789.39
Due from Tre-Solid Waste	437,205.19	166,818.87	(181,933.56)	422,090.50
Due from Tre-Housing Authority	1,561,946.18	5,907.31	(1,567,620.23)	233.26
Due from Tre-Gunn Sr Housing	81,838.25	4,604.90	-	86,443.15
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	184,136.65	44,198.47	(35.04)	228,300.08
Due from Tre-Internal Service II	453.84	1,594.08	(2,000.17)	47.75
Due from Tre-Insurance Trust	2,953,245.70	11,224.25	(62,643.22)	2,901,826.73
Due from Tre-Local Marketing District	2,536,914.52	168,670.02	-	2,705,584.54
Due from Tre-Rural Trans Auth	6,329,797.02	256,320.38	(51.11)	6,586,066.29
Due from Tre-Public Trustee Agency	345.70	-	(266.40)	79.30
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	15,942.19	(15,942.19)	-
Due from Tre-Health Claims	60.85	14,701,789.88	(14,588,532.92)	113,317.81
Due from Tre-Landfill Closure	1,482,620.61	10,293.77	-	1,492,914.38
Due from Tre-Landfill Cons Resv	2,154,706.06	28,674.02	-	2,183,380.08
Due from Tre-Payroll Clearing	7,103.30	7,404,294.14	(7,404,199.56)	7,197.88
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	234.63	0.69	-	235.32
Due From Tre-Housing Authority Restricted Deposits	18,973.96	-	-	18,973.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,252,641.60	10,447,324.02	(7,436,873.83)	4,263,091.79
Due from Tre-Finance Revenue Clearing	44,334.69	6,025,016.80	(6,025,016.80)	44,334.69
Due from Tre-Water Resource	52,376.00	154.45	-	52,530.45
Due from Tre-Workforce Impact Fees	419,560.95	1,237.27	-	420,798.22
Due from Tre-Living Community	3,465.36	8,024.17	(4,588.68)	6,900.85
COUNTY FUNDS TOTAL	50,773,436.22	40,030,579.34	(42,305,503.25)	48,498,512.31
CITIES AND TOWNS	**$**	**$**	**$**	
Due from Tre-Crested Butte General	9,277.97	9,081.72	(10,479.41)	7,880.28
Due from Tre-Crested Butte Street/Alley	2,872.70	6,890.41	(7,760.13)	2,002.98
Due from Tre-Gunnison City General	5,389.92	7,134.97	(5,523.80)	7,001.09
Due from Tre-Marble General	328.43	360.49	(331.98)	356.94
Due from Tre-Mt Crested Butte General	12,353.54	24,118.45	(13,790.40)	22,681.59
Due from Tre-Pitkin General	379.63	284.38	(382.13)	281.88
CITIES AND TOWNS TOTAL	30,602.19	47,870.42	(38,267.85)	40,204.76
SCHOOLS	**$**	**$**	**$**	
Due from Tre-Gunn RE1J Gen	193,950.55	253,876.01	(213,481.03)	234,345.53
Due from Tre-Gunn RE1J Bond	30,674.86	70,674.08	(40,879.76)	60,469.18
Due from Tre-Delta 50J General	7,517.70	7,121.32	(7,519.10)	7,119.92
Due from Tre-Delta 50J Bond	-	82.53	-	82.53
Due from Tre-Montrose RE1J General	1,018.59	1,923.76	(1,021.18)	1,921.17
Due from Tre-Montrose RE1J Bond	-	91.04	-	91.04
Due from Tre-Reij 2014 Mill Override	8,119.96	18,792.88	(10,874.34)	16,038.50
SCHOOLS TOTAL	241,281.66	352,561.62	(273,775.41)	320,067.87

IMPROVEMENT DISTRICTS	$	$	$	
Due From Tre-Gunn Rising #2	720.64	628.89	(720.64)	628.89
Due From Tre-Gunn Rising #3	16.64	2.55	(16.64)	2.55
Due From Tre-Gunn Rising #4	16.50	1.99	(16.50)	1.99
Due from Tre-CO River Water CD	4,243.84	6,277.43	(4,922.25)	5599.02
Due from Tre-Reserve MD2	784.14	691.17	(784.34)	690.97
Due from Tre-Mt Crested Butte DDA	1,118.71	8,266.92	(1,366.72)	8018.91
Due from Tre-Bostwick Park Water CD	16.26	42.55	(17.13)	41.68
Due from Tre-Crawford Water CD	-	-	-	0
Due from Tre-Crested Butte South MD	4,768.56	3,443.51	(4,813.89)	3398.18
Due from Tre-Mt CB Water/San	9,282.34	14,515.73	(10,211.21)	13586.86
Due from Tre-East River Regional SD	1,031.17	1,176.66	(1,052.42)	1155.41
Due from Tre-Cemetery	1,866.63	3,392.05	(2,016.05)	3242.63
Due from Tre-Gunn Co Metro Rec Dist	8,058.64	12,015.60	(9,407.56)	10666.68
Due from Tre-N Fork Water CD	118.86	113.80	(0.30)	232.36
Due from Tre-Skyland MD	4,496.27	12,431.58	(4,771.60)	12156.25
Due from Tre-Upper Gunn Water CD	15,527.97	22,901.32	(18,148.05)	20281.24
Due from Tre-Crested Butte Fire PD	47,554.06	61,558.83	(56,720.62)	52392.27
Due from Tre-Gunn Co Fire PD	8,439.75	16,939.14	(9,676.31)	15702.58
Due from Tre-Carbondale & Rural Fire PD	1,394.52	2,465.00	(1,436.56)	2422.96
Due from Tre-Ragged Mt Fire PD	649.66	623.26	(1.69)	1271.23
Due from Tre-Arrowhead Fire PD	536.60	1,104.44	(560.43)	1080.61
Due From Tre-Library General Fund	17,238.70	25,503.87	(20,008.38)	22734.19
Due From Tre-Reserve MD#2 BOND 2016A	2,538.69	2,235.01	(2,539.28)	2234.42
Due From Tre-North Fork Ambulance Health Service D	1,535.55	1,416.66	(1,539.21)	1413
Due From Tre-Reserve MD #2 BOND 2016B	306.11	269.80	(306.20)	269.71
Due From Tre-Reserve MD #2 BOND 2016C	271.92	239.67	(271.99)	239.6
Due From Tre-Crested Butte Fire PD Bond	13,287.07	17,344.72	(16,018.02)	14613.77
Due From Tre-Gunn Co Metro Rec North	10,496.08	13,592.50	(12,350.50)	11738.08
IMPROVEMENT DISTRICTS TOTAL	156,315.88	229,194.65	(179,694.49)	205,816.04
MISC CONTROL	$	$	$	
Due from Tre-Clerk & Recorder	442,930.39	497,209.47	(669,199.95)	270,939.91
Due from Tre-Clerk Sales Tax	-	76,972.80	(76,972.80)	-
Due from Tre-SOT	-	284,183.33	(284,182.81)	0.52
Due from Tre-State Auto	-	258,461.29	(258,461.29)	-
Due from Tre-Clerk ST Domestic Abuse	-	580.00	(580.00)	-
Due from Tre-Clerk State Registrar	-	87.00	(87.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,094.00	(1,094.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	145,647.37	(145,647.37)	-
Due from Tre-Treas Deed	3,940.14	1,500.00	(86.00)	5,354.14
Due from Tre-Unused Remittances	118.64	1,908.00	-	2,026.64
Due from Tre-Elected Official Fees Clrg	28,607.11	76,667.68	(80,683.03)	24,591.76
Due from Tre-GV Regional Housing Authority	-	0	0	0
Due From Tre- Somerset Domestic WD	7,536.84	0	-7536.84	0
MISC CONTROL TOTAL	483,133.12	1,344,310.94	(1,524,531.09)	302,912.97
GRAND TOTALS	**51,684,769.07**	**42,004,516.97**	**(44,321,772.09)**	**49,367,513.95**

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 November 2025

Teresa Brown
Gunnison County Treasurer

DATE: 12/11/2025

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted:

Gunnison County Treasurer
Monthly Investment Report
November 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	24,868.61			Cash	
BMO	1101	440,239.39	0.00%		Chkg	
BMO CC	1103	98,937.30	0.00%		Chkg	
BMO MM	1104	3,077,563.12	2.90%		MM	
Wells Fargo Warrant Clearing	1145	1,306,748.72	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	13,147,529.31	0.00%		Chkg	
Colotrust Plus	1118	982,149.59	4.37%		Pool	
C-Safe	1121	1,936,295.68	4.41%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	979,151.68	1.98%			
TOTAL CASH AND CHECKING		22,147,645.08		44.87%		
INVESTMENTS						
United Fidelity Bank GA56	1189	248,925.88	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,759.28	4.85%		CD	3/29/27
Ally Bank GM42	1191	245,942.51	5.05%		CD	3/23/26
FHLB ATBS5	1204	501,136.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	704,893.54	4.00%		AG	8/24/27
Discover Bank 3N361	1209	244,486.48	3.45%		CD	7/29/26
US Treasury CCF68	1210	492,625.00	0.75%		T	5/31/26
Capital One Bank USA HF75	1213	244,171.90	3.45%		CD	6/29/27
American Express AD582	1214	243,984.96	3.40%		CD	6/29/27
FHLB ARUR0	1217	497,198.00	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	495,875.00	0.50%		T	2/28/26
FHLB ARC388	1220	589,419.60	2.30%		AG	3/29/27
US Treasury 8Z781	1222	488,045.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	499,197.00	1.00%		AG	12/30/25
FHLB APLK9	1225	488,998.00	1.28%		AG	10/28/26
FHLB APH40	1226	488,253.50	1.06%		AG	10/21/26
FHLB ANG95	1227	490,916.50	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	239,040.37	0.85%		cd	9/30/26
FHLB ANJK7	1229	979,089.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	CALLED				
FHLB AMJN3	1234	493,243.00	1.03%		AG	5/26/26
FHLB AMDY5	1235	493,399.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	493,813.50	1.05%		AG	5/12/26
FHLB ALW67	1238	494,677.00	1.10%		AG	4/22/26
FHLB ALV68	1240	495,440.00	1.03%		AG	3/30/26
FHLB ALMM3	1242	495,391.00	1.00%		AG	3/30/26
FHLB AKWS1	1243	496,532.50	0.53%		AG	2/17/26
FHLB ALA53	1244	496,251.50	0.60%		AG	2/25/26
FFCB EMJT0	1245	489,633.48	0.60%		AG	12/9/25
FAMC 2B3F5	1246	CALLED				
FHLMC GXAP9	1248	CALLED				
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
Redstone Bank	1449	261,590.53	4.07%		CD	4/20/2026
Morgan Stanley DGT9	1489	252,293.53	5.05%		CD	11/8/28
FHLB 1AC1	1496	603,567.00	5.30%		AG	5/1/29
FNMA GAUJ8	1499	284,569.93	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	498,807.50	4.00%		AG	9/13/29
First National Bank Oxford	1507	245,055.61	4.40%		CD	12/11/29
Truist Bank	1508	244,914.74	4.50%		CD	12/19/29
FHLB B5PR3	1511	502,417.00	4.30%		AG	3/25/30
FHLMC HBLR0	1512	495,758.00	4.13%		AG	4/29/30
FNMA GAH77	1515	500,857.00	4.32%		AG	11/15/28
Morgan Stanley Private BAnk	1516	248,554.21	4.25%		CD	6/12/28
Valley National Bank	1517	247,964.99	4.15%		CD	6/12/28
FHLB B6NA0	1518	501,069.00	4.25%		AG	6/5/28
FHLB B6PF7	1519	255,891.73	4.20%		AG	6/17/30
FFCB ETNA1	1520	501,329.00	4.50%		AG	6/7/28
FFCB ETGU52	1521	250,407.00	4.52%		AG	5/14/30
FHLB B6E85	1522	1,006,143.00	4.09%		AG	5/22/30
FFCB ETPM3	1523	500,294.00	4.44%		AG	7/14/28
FHLB B76A7	1524	500,256.00	4.30%		AG	9/21/28
FFCB ETYP0	1525	500,319.00	4.49%		AG	5/20/30
FFCB ETUC9	1526	250,207.75	4.07%		AG	8/21/28
FFCB ETXY8	1527	498,661.50	4.00%		AG	9/16/30
FNMA GARW1	1528	497,815.00	4.02%		AG	9/12/30
FFCB ETB63	1529	499,052.00	4.21%		AG	10/2/30
FFCB ETZA8	1530	498,776.50	3.95%		AG	9/25/28
FNMA GATN9	1531	349,419.35	4.00%		AG	3/16/29
FHLB B7X90	1532	499,799.50	4.15%		AG	10/8/30
FHLB B8DA7	1534	996,649.00	3.83%		AG	10/23/29
FHLB B8CG5	1535	498,400.50	4.02%		AG	10/15/30
FHLB 8H70	1536	598,830.00	3.88%		AG	11/5/30
Toyota Financial	1537	245,922.18	3.80%		CD	11/26/27
TOTAL INVESTMENTS		27,214,931.55		55.13%		
Cash per Treasurer's Ledger		49,362,576.63		100.00%		
Plus Pending Disbursements		4,937.32				
Total Due to All Funds		49,367,513.95				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Expressing the Housing Authority's Int

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

A RESOLUTION EXPRESSING THE HOUSING AUTHORITY'S INTENT TO ACCEPT THE TRANSFER AND ASSUMPTION OF CERTAIN ASSETS, LIABILITIES AND FUNCTIONS OF THE GUNNISON VALLEY HOUSING AUTHORITY AND DELEGATING TO THE

Fiscal Impact:

Submitted by: Melissa LaMonica **Submitter's Email Address:** mlamonica@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/9/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-_____

A RESOLUTION EXPRESSING THE HOUSING AUTHORITY'S INTENT TO ACCEPT THE TRANSFER AND ASSUMPTION OF CERTAIN ASSETS, LIABILITIES AND FUNCTIONS OF THE GUNNISON VALLEY HOUSING AUTHORITY AND DELEGATING TO THE EXECUTIVE SECRETARY OF THE GUNNISON COUNTY HOUSING AUTHORITY THE AUTHORITY TO NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND OTHER DOCUMENTS AND TO TAKE ALL NECESSARY AND PROPER ACTIONS RELATED TO THIS RESOLUTION AND RATIFYING ALL PREVIOUS ACTIONS THERETO

WHEREAS, the Gunnison County Housing Authority ("GHA") is a county housing authority created and operating under the Constitution and laws of the State of Colorado, particularly C.R.S. § 29-4-501 *et seq.*;

WHEREAS, the Gunnison County Board of County Commissioners ("County") first authorized the creation of the GHA by Resolution Nos. 1979-33 and 1979-34;

WHEREAS, the current and operating GHA was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority, said Certificate being accepted by the Colorado Division of Housing on August 18, 1982;

WHEREAS, the GHA is authorized pursuant to C.R.S. § 29-4-505 to "make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority", to "to exercise any of the public powers granted to city housing authorities" and to "do all acts and things necessary or convenient to carry out the powers" of the GHA;

WHEREAS, the Gunnison Valley Regional Housing Authority ("GVRHA") is a Colorado multijurisdictional housing authority organized pursuant to C.R.S. § 29-1-204.5;

WHEREAS, Pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, on July 10, 2012, the County, the City of Gunnison, the Town of Crested Butte, and the Town of Mt. Crested Butte entered into an Intergovernmental Agreement establishing the GVRHA;

WHEREAS, the foregoing governmental entities are signatories to the Fourth Amended and Restated Intergovernmental Agreement, which currently governs the affairs of the Authority;

WHEREAS, GVRHA desires to engage in an orderly transfer of assets, liabilities, contractual obligations, management responsibilities, including the provision of certain enumerated services heretofore provided by GVRHA, from GVRHA to the GHA;

WHEREAS, pursuant to its bylaws first adopted by Gunnison County Resolution No.

1979-34 and C.R.S. § 29-4-504(5), the GHA Board has appointed the County Manager to act as the Executive Secretary of GHA;

WHEREAS, pursuant to its bylaws and C.R.S. § 29-4-504(5), the GHA Board "may delegate to one or more of its agents or employees such powers or duties as it may deem proper[;]"

WHEREAS, pursuant but not limited to the foregoing authorities, the GHA Board is authorized and empowered by the laws of the State of Colorado to ratify and confirm past acts and decisions of the Executive Secretary and other agents, officers and employees of GHA;

WHEREAS, the GHA Board affirms its authority to retroactively approve and ratify actions taken by the Executive Secretary in the best interest of GHA as well as to further formalize all past delegations of authority to the Executive Secretary and other County officers and employees by the GHA Board;

WHEREAS, the Executive Secretary and the GHA Board anticipate that the Executive Secretary will be required to execute agreements and contracts with GVRHA and other persons or entities and take such additional and appropriate steps to facilitate the orderly transfer of assets, liabilities, contractual obligations, management responsibilities, including the provision of certain enumerated services heretofore provided by GVRHA, from GVRHA to the GHA;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority ("Board") that

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.

2. The Board hereby expresses its desire and intent to assume certain functions, including the obligation to provide certain services, previously performed by the GVRHA, and to accept the conveyance(s) and assignment(s) all of GVRHA's assets and liabilities, subject to the terms of agreement(s) negotiated and executed between GVRHA and GHA and any necessary third parties.

3. The Board hereby delegates to the Executive Secretary, who is also the County Manager, or his or her designee, the authority to take all acts and negotiate and execute all contracts, agreements and other such documents necessary to effectuate the intent and purpose of this Resolution; including not limited to opening all necessary and appropriate deposit, operating, reserve and other financial accounts.

4. All actions heretofore taken and not expressly inconsistent with the provisions of this Resolution by the Board or the officials, officers, agents or employees of the County, including but not limited to the Executive Secretary, relating to the intent and purpose of this Resolution are hereby ratified, approved and confirmed *nunc pro tunc*.

5. The Executive Secretary, and other employees and officials of Gunnison County are hereby authorized and directed on behalf of GHA to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by the Executive Secretary prior to the execution of the documents, except that all such documents shall be provided to the County Attorney or his or her designee, or other counsel for the GHA, for review for legal sufficiency prior to execution. The execution of any instrument by the appropriate officers of GHA herein authorized shall be conclusive evidence of the approval by GHA of such instrument in accordance with the terms hereof.

6. Nothing in the resolution shall be construed to afford any person or entity any cause of action against GHA, Gunnison County, or any of their respective officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

7. All orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any GHA Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

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

9. This Resolution shall be in full force and take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner _____,seconded by Commissioner _____,and adopted this day of _____ 2025.

GUNNISON COUNTY HOUSING AUTHORITY

By

_____

Laura Puckett Daniels, GHAirperson

By

_____

Elizabeth Smith, Vice-GHAirperson

By

_____,

Jonathan Houck, Board Member

Attest:

_____

Deputy County Clerk

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for December 16, 2025
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

11:05 am

- Call to Order; Agenda Review
- Minutes Approval
    1. October 21, 2025
- Program Updates:
    1. Child Welfare Update
- 2026 Agenda Meeting Planning
- 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: October 21, 2025 Regular Human Services Meeting Mi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Draft HS Minutes; 10/21/2025

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 12/16/2025

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
October 21, 2025

The October 21, 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
Elizabeth Smith, Commissioner
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 9:27 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the meeting minutes for August 19, 2025 as presented. Motion carried unanimously.

1. August 19, 2025

MEMORANDUM OF UNDERSTANDING BETWEEN GUNNISON/HINSDALE BOARD OF HUMAN SERVICES AND PROWERS COUNTY; 1/1/2026 TO 12/31/2026; $480:

ACM Reynolds explained this is the hotline for afterhours calls regarding child welfare and adult protection where the Prowers County teams get those calls and then sends a report. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the MOU between Gunnison/Hinsdale Board of Human Services and Prowers County as presented and authorize the Chair's signature. Motion carried unanimously.

APPROVE FINANCIAL REPORTS:

Senior Operations Accountant Lupita Halligan referred to page six of the document which was the State Fiscal year 2024-2025 Closeout and commented on five programs that were overbudget. SOA Halligan and ACM Reynolds explained the process of how the funds are given and the challenges that arise.

SOA Halligan then referred to the year-to-date summary on page one and the areas that are more than 67% of spending at this time. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the report and authorize the Chair's signature. Motion carried unanimously.

PROGRAM UPDATES: Wellness/Enforcement Services Manager Betsy Holena was present for discussion.

1. Adult Protection Services – WESM Holena relayed previous case numbers for the 2023 and 2024 years compared to this year and explained most cases are caretaker neglect or financial exploitation.
2. Community Service Block Grant (CSBG) – WESM Holena gave a summary of the 2024 CSBG Services and added they helped 130 individuals avoid eviction, two individuals avoid foreclosure, 49 individuals obtain safe temporary shelter, and 14 individuals avoid utility shutoff.
3. Medicaid Care Coordination – WESM Holena stated they have about 3,500 members of the community on Medicaid which are identified into three tiers. She then explained that there is some overlap from the CSBG.

NEXT MEETING: The next meeting was scheduled for December 16, 2025.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 9:56 am.

Minutes Prepared By:

_____
Holly Perry, Clerk to the Board

Minutes Approved (insert date):

_____
Laura Puckett Daniels, Chairperson

DRAFT