GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, January 6, 2026
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

8:30 am

- Board and Commission Vacancy Interviews:
    1. Tourism and Prosperity Partnership Board (Three Regular vacancies for three-year terms)
        1. 8:30 am – Noah Eckhouse
        2. 8:45 am – Leora Wallace

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

9:00 am

- Call to Order
- Public Hearing; Colorado Liquor Retail Application; Burts LLC dba The Cabin; 207 Elcho Ave, Crested Butte, CO 81224
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION (cont'd):

9:05 am

- Board and Commission Vacancy Interviews:
    1. Tourism and Prosperity Partnership Board (Three Regular vacancies for three-year terms)
        1. 9:05 am – Amy Stevens
    2. Medical Health Officer (One Elected Representative vacancy for a two-year term)
        1. 9:20 am – Annamarie Meeuwsen
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

9:35 am

- Call to Order; Agenda Review
- Gunnison County Board of County Commissioners (BOCC) Board Reorganization and Commissioner Appointments:
    1. Designate BOCC Chairperson and Vice Chairperson for 2026
    2. Gunnison Valley Rural Transportation Authority Board (two voting members, one-year terms)
    3. Region 10 Board (one voting member, one-year term)
    4. Early Childhood Council (one voting member, one-year term)
    5. Rural Welcoming Initiative Committee (one non-voting advisory member, one-year term)
    6. Southwest Colorado Opioid Regional Council (one voting member, two-year term)
    7. Sustainable Tourism and Outdoor Recreation Committee (one voting member, three-year term)
    8. Club 20 (one voting member, one-year term)
- Minutes Approval
    1. December 15, 2025 Special Meeting
    2. December 19, 2025 Special Meeting

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

3. December 30, 2025 Special Meeting

- Scheduling
    1. 2026 Board of County Commissioners Meeting Agenda Posting Locations

- 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. Airline Operating Agreement and Lease of Airport Facilities; American Airlines; Gunnison-Crested Butte Regional Airport; 1/1/2026 to 12/31/2030
    2. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Colorado Parks and Wildlife; Regular Kathy Griffin; Alternate Miranda Middleton
    3. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; High Country Citizens' Alliance; Regular Sue Navy; Alternate Jon Hare
    4. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; National Park Service; Regular Brinnen Carter; Alternate Jessica Frey
    5. Grant Application; 2026 Human Milk Feeding Supportive Funding Program; Health and Human Services; $1,738
    6. Airport Services Agreement; Jackalope Services LLC dba Bethany J Montlary; Gunnison-Crested Butte Regional Airport; 1/1/2026 to 12/31/2026; $80,000
    7. State of Colorado Contract Modification; 2026*2711; Health and Human Services; 1/1/2025 to 6/30/2026; $210,000
    8. Grant Application; Colorado Opioid Abatement Council; Health and Human Services; $748,993.33
    9. Statement of Work; Colorado Maternal and Child Health (MCH) Program; Health and Human Services; $11,794.50
    10. Trade Contractor Agreement; GeoStabilization International, LLC; Public Works; 12/16/2025 to 6/15/2026; $267,000
    11. Intergovernmental Agreement for Use of Gunnison County Fairgrounds and Multi-purpose Building for Emergencies; Gunnison Valley Health
    12. Emergency Transportation Services Intergovernmental Agreement; Gunnison Valley Regional Transportation Authority
    13. Amendment #1; Professional Services Agreement; JEO Consulting Group, Inc.; $6,100
    14. Professional Services Agreement; Mother Sage, LLC; Health and Human Services; 1/6/2026 to 6/30/2026; $5,000
    15. Statement of Work; FAAA 202600006273; Health and Human Services; 12/11/2025 to 9/30/2026; $40,000
    16. Acknowledgment of County Manager's Signature; Indemnification Agreement; Pitchfork Association; Facilities; 1/1/2025 to 6/1/2026
    17. Letter of Support; Representative Jeff Hurd; Wildlife Road Crossings Program Reauthorization Act

9:50 am

- Colorado Counties, Inc. 2026 Steering Committees Designation of Proxy

- Replat; LUC-25-00010; Sunhouse Townhomes

9:55 am

- Gunnison County Boards and Commissions Appointments:
    1. 7th Judicial Community Corrections Board (Fill one Regular vacancy for a two-year term)
        - Applicant:
            1. Susan Coykendall
    2. Board of Adjustment (Fill two Regular vacancies and two Alternate vacancies for one-year terms)
        - Applicants:

1. Andrew Brookhart
2. John O'Neal
3. Andy Tocke

3. Gunnison Cemetery District Board (Fill one Regular vacancy for a six-year term)
   - Applicant:
     1. Marlene Crosby
4. Environmental Health Board (Fill one Regular vacancy for a three-year term, and fill two Alternate vacancies for one-year terms)
   - Applicants:
     1. Shea Earley
     2. Kari Roberts
5. Extension Advisory Committee (Fill two Regular vacancies for three-year terms)
   - Applicants:
     1. Shelly Sabrowski
     2. Rhonda Wenum
6. Gunnison Basin Sage-grouse Strategic Committee
   - Public At-Large (Fill one Regular vacancy and one Alternate vacancy for two-year terms)
     - Applicant:
       1. Peter Caloger
   - Recreation At-Large (Fill one Regular vacancy and one Alternate vacancy for two-year terms)
     - Applicant:
       1. Tim Kugler
   - Research & Education At-Large (Fill one Regular vacancy and one Alternate vacancy for two-year terms)
     - Applicants:
       1. Sarah Elzay
       2. Pat Magee
7. Gunnison Watershed Weed Commission (Fill three Regular vacancies for three-year terms)
   - Applicants:
     1. Tom Eager
     2. James Johnson
     3. Lorraine Rup
8. Library Board of Trustees (Fill two Regular vacancies for five-year terms)
   - Applicants:
     1. David Baumgarten
     2. Pamela Montgomery
9. Region 10 Gunnison Valley Transportation Planning Region Committee (Fill one Regular vacancy and one Alternate vacancy for one-year terms)
   - Applicants:
     1. Colleen Hannon
     2. Martin Schmidt
10. Southwest Colorado Opioid Regional Council (Fill one Health Care Representative vacancies for a two-year term)
    - Applicant:
      1. Kyle Tibbett
11. Tenderfoot Child & Family Development Center Board of Directors (Fill one County Employee Representative vacancy for a three-year term)
    - Applicant:
      1. Emily Mirza
12. Western Regional EMS Council (Fill one Regular vacancy for a four-year term)
    - Applicants:
      1. Robert Weisbaum

10:15 am

- BREAK

10:20 am

- Adjustments to Kebler Snowmobile Parking Policy Request

10:30 am

- 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 (Continued from December 16, 2025)

11:00 am

- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Executive Session, pursuant to C.R.S. § 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice on a delinquent landfill account and C.R.S. § 24-6-402(4)(e)(I), for determining positions relative to the matter that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators
- Adjourn

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

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://gunnisoncounty-org.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board and Commission Vacancy Interviews

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Interviews for TAPP and Medical Health Officer

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 1/2/2026

○ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 60

Agenda Date: 1/6/2026

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, September 17, 2025 12:12:47 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Noah Eckhouse
Address	[redacted]
City	Mt. CB
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Finding the right mix of initiatives to preserve and strengthen the Valley's economic balance is a complex and important challenge. I hope to use my engineering and business background, coupled with decades of public service experience in Lincoln, MA (10 years as chair of Park & Rec and then serving as a Selectman for 6 years, two as chair - the equivalent of City Council & Mayor) and love for this valley and its people -- to create value for all our stakeholders.
Additional Comments	Have been involved with ICELab for 5 years, serving as the Chair of the Advisory Board for 2. Active participant in the Outdoor Industry Funding Summit for the past 4 years. Have been attending all TAPP BOD meetings for the last year and attended the TAPP retreat (Board and Staff) in Durango for 4 days last year. Thank you for your consideration and I'd be happy to informally meet for coffee or a walk to discuss my candidacy.

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 9:48:21 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Leora Wallace
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I would like to serve on the Tourism and Prosperity Partnership Board to represent the south end of the Gunnison Valley and the local businesses that drive our year-round economy. As the new Executive Director of the Gunnison Country Chamber of Commerce, I bring a fresh, community-based perspective and a strong interest in learning and contributing to the broader economic goals of the valley. I'm eager to help strengthen the connection between county-wide tourism efforts and local prosperity, supporting TAPP's goals of sustainable, shoulder-season visitation and thoughtful economic diversification that benefits both residents and visitors.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Colorado Liquor Retail Application

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Hearing for new Liquor license Burts LLC dba The Cabin

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 12/31/25

Reveiwed by: Discharge Date: 1/2/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 1/2/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 1/6/2026

Revised April 2015

DR 8404 (05/29/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

received
11-26-2025 KS

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☒ **Paid by Check** ☐ **Paid Online**

Date Uploaded to MoveIt

☐ **New License** ☒ **New-Concurrent** ☐ **Transfer of Ownership** ☐ **State Property Only** ☐ **Master file**

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *SBG.Colorado.gov/Liquor*

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Spouse or Partner in a Civil Union

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Burts LLC, DBA The Cabin

FEIN Number: 39-5155111

State Sales Tax Number: 96891933-0001

Trade Name of Establishment (DBA): The Cabin

Business Telephone: N/A

Address of Premises (specify exact location of premises, include suite/unit numbers): 207 Elcho Ave

City	County	State	ZIP Code
Crested Butte	Gunnison	CO	81224

Mailing Address (Number and Street): 55 Endner Pl

City or Town	State	ZIP Code
Crested Butte	CO	81224

Email Address: jonesguides@gmail.com

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

Present State License Number	Present Class of License	Present Expiration Date

Section A Nonrefundable application fees*

- ☐ Application Fee for New License $1,100.00
- ☒ Application Fee for New License with Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R ..... $100.00 X [ ] Total [ ]
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Entertainment Facility License (City) $500.00
- ☐ Entertainment Facility License (County) $500.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☒ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License with one optional premises (City) $600.00
- ☐ Hotel and Restaurant License with one optional premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50
- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging Facility License (City) $500.00
- ☐ Lodging Facility License (County) $500.00

Section B Liquor License Fees* (Continued)

☐ Manager Registration - H & R	$30.00
☐ Manager Registration - Tavern	$30.00
☐ Manager Registration - Lodging & Entertainment	$30.00
☐ Manager Registration - Campus Liquor Complex	$30.00
☐ Optional Premises License (City)	$500.00
☐ Optional Premises License (County)	$500.00
☐ Racetrack License (City)	$500.00
☐ Racetrack License (County)	$500.00
☐ Resort Complex License (City)	$500.00
☐ Resort Complex License (County)	$500.00
☐ Related Facility - Campus Liquor Complex (City)	$160.00
☐ Related Facility - Campus Liquor Complex (County)	$160.00
☐ Related Facility - Campus Liquor Complex (State)	$160.00
☐ Retail Gaming Tavern License (City)	$500.00
☐ Retail Gaming Tavern License (County)	$500.00
☐ Retail Liquor Store License - Additional (City)	$227.50
☐ Retail Liquor Store License - Additional (County)	$312.50
☐ Retail Liquor Store (City)	$227.50
☐ Retail Liquor Store (County)	$312.50
☐ Tavern License (City)	$500.00
☐ Tavern License (County)	$500.00
☐ Vintners Restaurant License (City)	$750.00
☐ Vintners Restaurant License (County)	$750.00

Questions? Visit: *SBG.Colorado.gov/Liquor* for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.
Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ Applicant/Licensee identified
- ☒ State sales tax license number listed or applied for at time of application
- ☒ License type or other transaction identified
- ☒ Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ All sections of the application need to be completed
- ☐ Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☒ No larger than 8½" X 11"
- ☒ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☒ Separate diagram for each floor (if multiple levels)
- ☒ Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ Kitchen - identified if Hotel and Restaurant
- ☒ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☒ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☒ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

☒ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)

☒ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO

Appointment Scheduling Website: *https://uenroll.identogo.com/workflows/25YQHT*

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: *https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs*

State Liquor Code for IdentoGO: 25YQHT

Colorado Fingerprinting

Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license

☐ List of all notes and loans (Copies to also be attached)

V. Sole proprietor/Spouse or partners in a civil union (if applicable)

☐ Form DR 4679 Lawful Presence Affidavit

☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

☐ Certificate of Incorporation

☐ Certificate of Good Standing

☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

☐ Partnership Agreement (general or limited).

☐ Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

☒ Copy of articles of organization

☒ Certificate of Good Standing

☒ Copy of Operating Agreement (if applicable)

☐ Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

☐ $30.00 fee

☒ If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ○ Yes ◉ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

   a. Been denied an alcohol beverage license?..... ○ Yes ◉ No

   b. Had an alcohol beverage license suspended or revoked?..... ○ Yes ◉ No

   c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ○ Yes ◉ No

   If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ○ Yes ◉ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ○ Yes ◉ No

or

Waiver by local ordinance? ○ Yes ○ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ○ Yes ◉ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ○ Yes ◉ No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ○ Yes ○ No

b. Are you a Colorado resident?..... ○ Yes ○ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee..... ○ Yes ◉ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ◉ Yes ○ No

○ Ownership ◉ Lease ○ Other (Explain in detail) [ ]

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Albert Jones LLC	Burts LLC, dba The Cabin	12/31/2030

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ○ Yes ◉ No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	
Jones	Daniel	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
10/15/1984	523-75-1996	50%
Last Name	**First Name**	
Jones	Catherine	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
11/28/1988	001-78-3980	50%
Last Name	**First Name**	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?..... ○ Yes ◉ No

Number of additional Optional Premise areas requested. (See license fee chart) [ ]

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's L L D S premise?..... ○ Yes ◉ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ..... ○ Yes ◉ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ..... ○ Yes ◉ No

c. How long has the club been incorporated? .....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ..... ○ Yes ◉ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ..... ○ Yes ◉ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ..... ○ Yes ◉ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ..... ○ Yes ◉ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number ..... ○ Yes ◉ No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... ○ Yes ◉ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager	First Name of Manager

18. Entertainment Facility License

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... ○ Yes ◉ No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... ○ Yes ◉ No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ○ Yes ◉ No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ○ Yes ◉ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
Daniel Jones	10/15/1984

Street Address: 55 Endner Pl

City	State	ZIP Code	Position	% Owned
Crested Butte	CO	81224	Owner	50%

Name	Date of Birth (MM/DD/YY)
Catherine Jones	11/28/1988

Street Address: 55 Endner Pl

City	State	ZIP Code	Position	% Owned
Crested Butte	CO	81224	Owner	50

Name	Date of Birth (MM/DD/YY)

Street Address:

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address:

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address:

City	State	ZIP Code	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... ○ Yes ◉ No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
Daniel Jones	Owner

Authorized Signature	Date (MM/DD/YY)
Daniel Jones	11/24/25

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority: 11-26-2025

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application): 1-6-2026

For Transfer Applications Only - Is the license being transferred valid?..... ○ Yes ○ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☒ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

● Date of inspection or anticipated date 12-4-2025

○ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?..... ○ Yes ● No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?..... ○ Yes ● No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?..... ○ Yes ○ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit..... ○ Yes ○ No

Approval Date of the Temporary Permit	Expiration Date of the Temporary Permit

*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

**If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

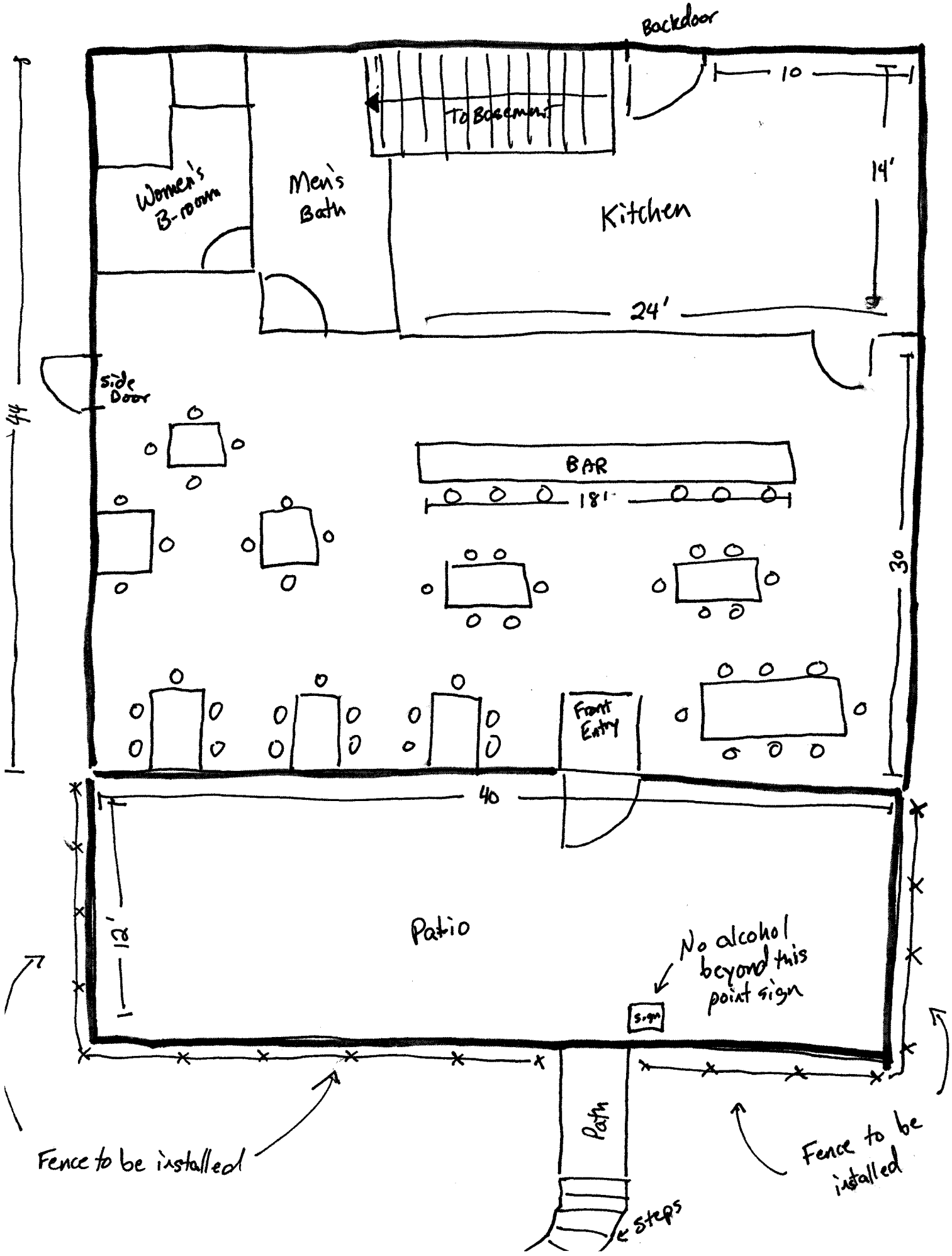
Local Licensing Authority Approves this license for a two-year renewal..... ○ Yes ○ No

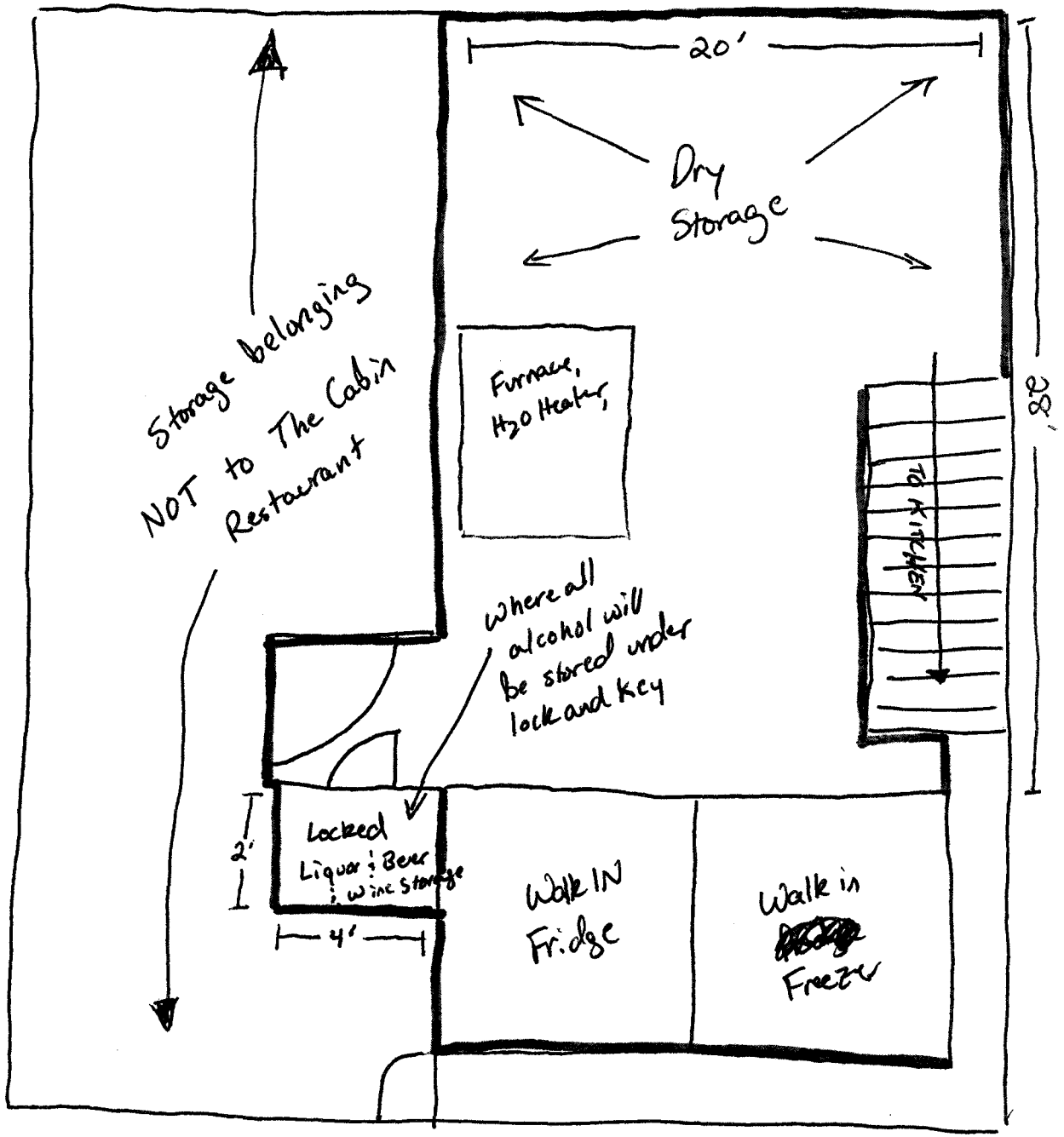
If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

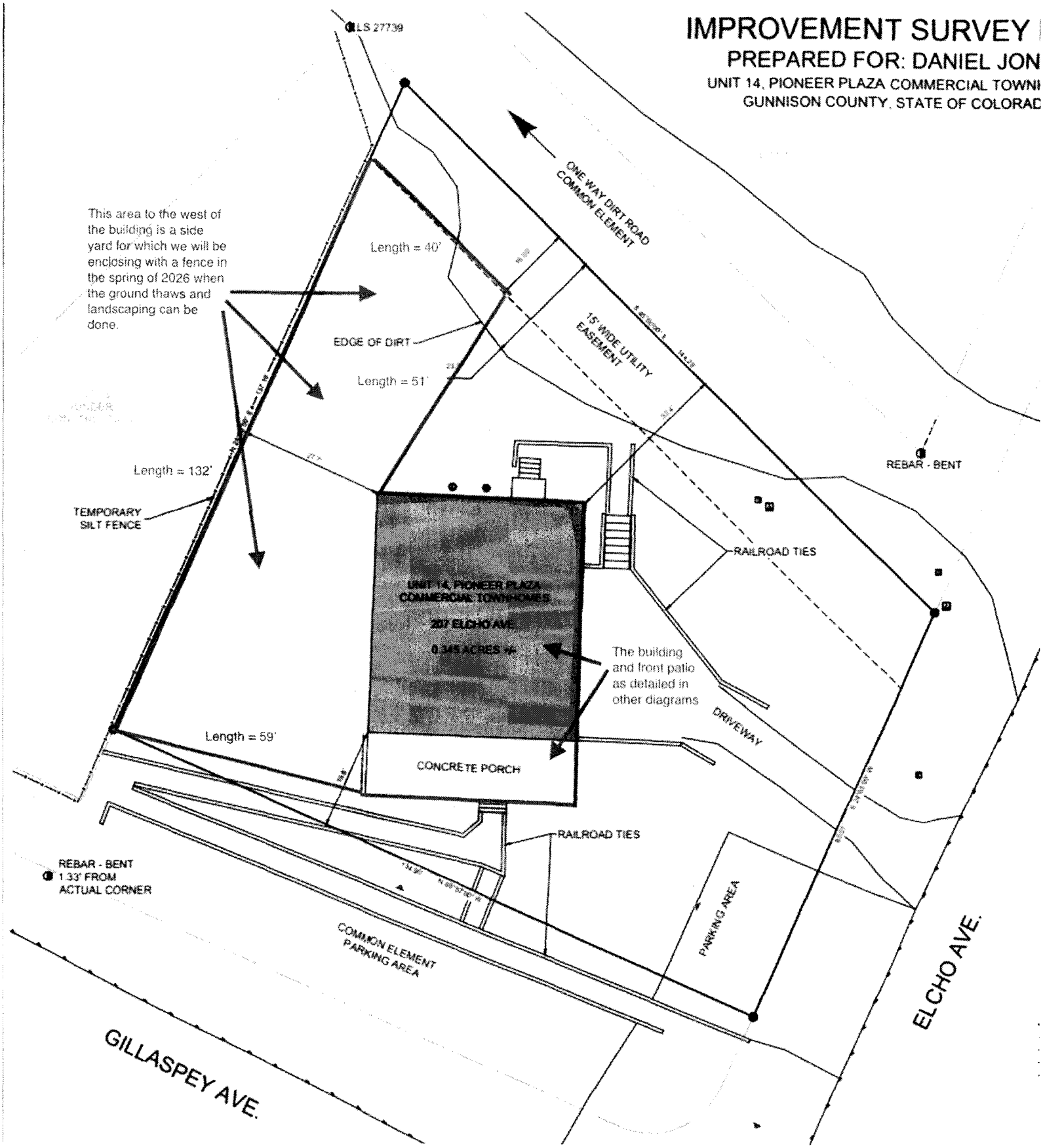
Proof of Violation

Local Licensing Authority for	Telephone Number	○ Town, City ● County
Gunnison County	970-641-7641	

Printed Name	Title
Kathy Simillion	County Clerk
Signature	**Date (MM/DD/YY)**
Kathy Simillion	11-26-2025
Printed Name	**Title**
Signature	**Date (MM/DD/YY)**


Backdoor
10
To Basement
Women's B-room
Men's Bath
Kitchen
14'
24'
44
side Door
BAR
18'
30
Front Entry
40
12'
Patio
No alcohol beyond this point sign
sign
Path
steps
Fence to be installed
Fence to be installed


20'
Dry Storage
Storage belonging NOT to The Cabin Restaurant
Furnace, H2O Heater,
To Kitchen
28'
where all alcohol will be stored under lock and key
2'
Locked
Liquor + Beer + wine storage
4'
Walk IN Fridge
Walk in
Freezer


IMPROVEMENT SURVEY
PREPARED FOR: DANIEL JON
UNIT 14, PIONEER PLAZA COMMERCIAL TOWNI
GUNNISON COUNTY, STATE OF COLORAD
LS 27739
ONE WAY DIRT ROAD
COMMON ELEMENT
This area to the west of the building is a side yard for which we will be enclosing with a fence in the spring of 2026 when the ground thaws and landscaping can be done.
Length = 40'
EDGE OF DIRT
Length = 51'
15' WIDE UTILITY EASEMENT
REBAR - BENT
Length = 132'
TEMPORARY SILT FENCE
RAILROAD TIES
UNIT 14, PIONEER PLAZA COMMERCIAL TOWNHOMES
207 ELCHO AVE.
0.345 ACRES +/-
The building and front patio as detailed in other diagrams
DRIVEWAY
Length = 59'
CONCRETE PORCH
RAILROAD TIES
REBAR - BENT
1.33' FROM
ACTUAL CORNER
COMMON ELEMENT
PARKING AREA
PARKING AREA
ELCHO AVE.
GILLASPEY AVE.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board and Commission Vacancy Interviews

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Interviews for TAPP and Medical Health Officer

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 1/2/2026

○ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 60

Agenda Date: 1/6/2026

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, November 6, 2025 6:42:57 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Amy Stevens
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I have a passion for this community, and as a lodging owner, I see both the loss and potential in our Gunnison market. I have worked with the Chamber for 5 years serving as a board member and would like to be more active with TAPP.
Additional Comments	I am a 25 year local, business owner of 18 years, and very integrated in this community.

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, November 17, 2025 1:17:37 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Medical Health Officer
First and Last Name	Annamarie Meeuwsen
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I am interested in the role of Medical Health Officer with Gunnison County Health and Human Services because I am invested in the wellbeing of Gunnison County as both a longstanding community member and a practicing physician. Since completing my specialty training in family medicine in 2011 and moving to Gunnison in 2012, I have worked in a variety of roles across our health system. Currently, I serve as hospitalist, medical director of hospital medicine, and chief of staff at Gunnison Valley Health, as well as medical director for Gunnison County Family Planning. I have also been involved in the transition of HHS into the role of medical provider for DOC in Gunnison and serve on the financial grants committee for Living Journeys. These experiences have given me firsthand knowledge of the medical systems in place and a deep appreciation for the strengths of Gunnison County HHS. I am eager to contribute to those strengths by fostering collaboration, strengthening community resilience, and ensuring that public health initiatives reflect the unique needs of our mountain community. This role represents an opportunity to give back to the county that has shaped my personal and professional life, and I look forward to working alongside colleagues to advance health, safety, and equity for all residents.

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT 12/15/2025 BOCC Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft 12/15/2025 BOCC minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@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: 12/19/2025

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

Agenda Date: 1/6/2026

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 15, 2025

The December 15, 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 (remote)
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager (remote)
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING: Chief Financial Officer (CFO) Melissa LaMonica was present for discussion.

CALL TO ORDER: Vice-Chairperson Smith called the Gunnison River Valley Local Marketing District meeting to order at 8:31 am.

2026 GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026. **MOVED** by Commissioner Houck, seconded by Chairperson Puckett Daniels to approve Resolution #2025-3, a Resolution Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026, as presented. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026. **MOVED** by Commissioner Houck, seconded by Chairperson Puckett Daniels to approve Resolution #2025-4, a Resolution Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026, as presented. Motion carried unanimously.

ADJOURN: Vice-Chairperson Smith adjourned the meeting at 8:33 am.

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING: CFO LaMonica was present for discussion.

CALL TO ORDER: Vice-Chairperson Smith called the Gunnison County Housing Authority meeting to order at 8:33 am.

2026 GUNNISON COUNTY HOUSING AUTHORITY BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026. **MOVED** by Commissioner Houck, seconded by Chairperson Puckett Daniels to approve Resolution #2025-003, a Resolution Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026, as presented. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026. **MOVED** by Commissioner Houck, seconded by Chairperson Puckett Daniels to approve Resolution #2025-004, a Resolution Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026, as presented. Motion carried unanimously.

ADJOURN: Vice-Chairperson Smith adjourned the meeting at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING: CFO LaMonica was present for discussion.

CALL TO ORDER: Vice-Chairperson Smith called the Gunnison County Board of County Commissioners meeting to order at 8:34 am.

2026 GUNNISON COUNTY BUDGET ADOPTION: Chairperson Puckett Daniels thanked CFO LaMonica and her team for all their hard work in working through the budget process and preparing for today. She noted that she is confident in the budget because of their work.

1. Resolution; Adopting a Budget for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026. **MOVED** by Commissioner Houck, seconded by Chairperson Puckett Daniels to approve Resolution #2025-31, a Resolution Adopting a Budget for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026, as presented. Motion carried unanimously.
2. Resolution; Appropriating Revenues of the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026. **MOVED** by Commissioner Houck,

DRAFT

seconded by Chairperson Puckett Daniels to approve Resolution #2025-32, a Resolution Appropriating Revenues of the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026, as presented. Motion carried unanimously.

3. Resolution; Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026. **MOVED** by Commissioner Houck, seconded by Chairperson Puckett Daniels to approve Resolution #2025-33, a Resolution Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026, as presented. Motion carried unanimously.
4. Resolution; Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026. **MOVED** by Commissioner Houck, seconded by Chairperson Puckett Daniels to approve Resolution #2025-34, a Resolution Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026, as presented this morning. Motion carried unanimously.

ADJOURN: Vice-Chairperson Smith thanked CM Birnie, CFO LaMonica and the Finance Department for their thorough work. She stated that she hears from other commissioners, and that they express very different experiences regarding their budget processes. She believes this consistent difference says a great deal about how our organization is aligned with the values of the people within our community. Vice-Chairperson Smith adjourned the meeting at 8:39 am.

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2025-3

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the Board of the Gunnison County River Valley Local Marketing District did on the 15th day of December, 2025, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2026; and

WHEREAS, public notice of such budget hearing was published as required by law on October 15th, 2025; and

WHEREAS, the Board of the Gunnison River Valley Local Marketing District after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison River Valley Local Marketing District have been matched by projected income and existing resources so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the budget of the fiscal year beginning January 1, 2026, and ending December 31, 2026, which was considered at the public hearing on December 9th, 2025, and finally accepted by the Board on

the 15th day of December, 2025, be and the same (and attached hereto) hereby is approved and adopted as the budget for the Gunnison River Valley Local Marketing District for the fiscal year 2026 beginning January 1, 2026, and ending December 31, 2026.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2025-4

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the Board of the Gunnison River Valley Local Marketing District has adopted a budget for the fiscal year beginning January 1, 2026, and ending December 31, 2026, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison River Valley Local Marketing District, be and the same hereby are appropriated for the lawful purposes and objectives of the Gunnison River Valley Local Marketing District during the 2026 fiscal year:

Gunnison River Valley Local Marketing District $3,716,730

Total Appropriations $3,716,730

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

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

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-003

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

WHEREAS, the Board of the Gunnison County Housing Authority did on the 15th day of December, 2025, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2026; and

WHEREAS, public notice of such budget hearing was published as required by law on October 16th, 2025; and

WHEREAS, the Board of the Gunnison County Housing Authority, after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison County Housing Authority have been matched by projected income so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the budget of the fiscal year beginning January 1, 2026, and ending December 31, 2026, which was considered at the public hearing on December 9, 2025, and finally accepted by the Board on the 15th day of December, 2025, be and the same (and attached hereto) hereby is approved and adopted as the budget for the Gunnison County Housing Authority for the fiscal year 2026 beginning January 1, 2026, and ending December 31, 2026.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON COUNTY HOUSING AUTHORITY

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

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-004

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

DRAFT

WHEREAS, the Board of the Gunnison County Housing Authority has adopted a budget for the fiscal year beginning January 1, 2026, and ending December 31, 2026, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison County Housing Authority, be and the same hereby are appropriated for the lawful purposed and objectives of the Gunnison County Housing Authority during the 2026 fiscal year:

Gunnison County Housing Authority	$57,097,739
Total Appropriations	$57,097,739

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON COUNTY HOUSING AUTHORITY

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2025-31

A RESOLUTION ADOPTING A BUDGET FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado did on the 15th day of December, 2025 consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2026; and

WHEREAS, public notice of such budget hearing was published as required by law on October 16th, 2025; and

WHEREAS, the Board of County Commissioners, after considering the proposed budget at said public hearing did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of County Commissioners have been matched by projected income and existing resources so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the budget of the fiscal year beginning January 1, 2026 and ending December 31, 2026, which was considered at the public hearing on December 9, 2025, and finally accepted by the Board on the 15th day of December, 2025, be and the same (and attached hereto) hereby is approved and adopted as the budget for the County of Gunnison, Colorado, for the fiscal year 2026 beginning January 1, 2026, and ending December 31, 2026.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2025-32

A RESOLUTION APPROPRIATING REVENUES OF THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, has adopted a budget for the fiscal year beginning January 1, 2026, and ending December 31, 2026, in accordance with the statutes of the State of Colorado:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the County, be and the same hereby are appropriated for the lawful purposes and objects of the County of Gunnison during the 2026 fiscal year:

General Fund	$26,664,371
Road & Bridge Fund	15,557,007
Human Services Fund	6,550,840
Conservation Trust Fund	55,000
Sales Tax Fund	5,540,464
Land Preservation Fund	615,000
Mosquito Control District Fund	113,914
Sage Grouse Trust Fund	112,000
Risk Management Fund	100,600

Public Health Agency Fund	2,981,005
Public Trustee Agency Fund	60,485
Capital Expenditures Fund	2,242,000
Debt Service Fund	2,276,814
Airport Operations Fund	13,631,490
Gunnison County Sewer District Fund	2,069,171
Gunnison County Water District Fund	655,589
Solid Waste Fund	1,857,268
Internal Service I Fund	4,350,723
Internal Service II Fund	1,191,780
Internal Service III Fund	4,276,819
Gunnison Valley Transportation Authority	12,922,503
Gunnison Valley Health Fund	105,379,025
TOTAL APPROPRIATIONS	$209,203,868

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2025-33

A RESOLUTION SETTING THE TEMPORARY TAX CREDIT MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO,
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2026, and ending December 31, 2026, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Board has determined that the permanent mill levy of 17.075 mills will raise excess revenues; and

WHEREAS, the revenue limit created by the Constitution and the laws of the State of Colorado will be reached by a mill levy of 13.717, plus a refund/abatement mill levy of 0.042 for a total mill levy of 13.759; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that this Board refund the excess revenue raised through a temporary tax credit of 3.316 mills to be applied to each tax schedule issued by the County Assessor and Treasurer.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2025-34

A RESOLUTION SETTING THE MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO,
FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2026, and ending December 31, 2026, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Board of County Commissioners has also appropriated the necessary revenues for the said 2026 fiscal year as authorized by law in accordance with the statutes of the State of Colorado; and

WHEREAS, the Gunnison County Assessor has certified the 2025 total net assessed valuation of $1,180,953,670;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following mill levies are hereby established and levied upon the total valuation for assessment of all taxable property within Gunnison County for the fiscal year 2025:

	General Operating	Tax Abatement	Total
General Fund	12.274	.042	12.316
Hospital Fund (GHCC)	1.018	.000	1.018
Human Services Fund	0.425	.000	0.425
	13.367	.010	13.759
Total Mill Levy			13.759

DRAFT

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 15th day of December, 2025.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

Gunnison County
Mill Levy Calculation
8/28/24

Total County Revenue Limit	$ 16,199,130
Plus Abatements	50,085
	$ 16,249,214

	FORM DLG 70	Mill Levy	Revenue
1	Permanent Mill Levy (Line 1 General operating Expenses)	17.075	$ 20,164,784
2	Temporary Tax Credit	(3.358)	(3,965,654)
	Net Mill Levy	13.717	16,199,130
3	GO Bonds and Interest	-	-
4	Contractual Obligation	-	-
5	Capital Expenditures	-	-
6	Refunds and Abatement	0.042	50,085
7	Other	-	
	Total	13.759	$ 16,249,214

Allocation of Property Tax Revenues and Levies

FUND/Description	2025 Allocation	2026 Property Tax Revenue	AV	%	Breakdown by Allocation: General / Operating Levy	General / Operating Revenue	Capital Exp, Special, Abatement Levy	Capital Exp, Special, Abatement Revenue	Total	Total Levy	2026 vs 2025: 2025 Tax Revenue	$ Difference	% Change
General	89.48%	$ 14,539,797	1,180,953,670	89.48%	12.274	$ 14,494,981	0.042	$ 50,085	$ 14,545,066	12.316	$ 13,502,574	$ 1,037,223	7.68%
Public Welfare	3.10%	503,726	1,180,953,670	3.10%	0.425	502,173	-	-	502,173	0.425	467,791	35,934	7.68%
Public Hospital	7.42%	1,205,692	1,180,953,670	7.42%	1.018	1,201,975	-	-	1,201,975	1.018	1,119,681	86,010	7.68%
TOTALS	100.00%	$ 16,249,214		100.00%	13.717	$ 16,199,130	0.042	$ 50,085	$ 16,249,214	13.759	$ 15,090,047	$ 1,159,167	7.68%

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 12/19/25

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 12/19/25

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: 1/2/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 1/6/2026

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 19, 2025

The December 19, 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: Due to Commissioner Puckett Daniels being remote, Commissioner Smith ran the meeting.

CALL TO ORDER: Commissioner Smith called the meeting to order at 8:31 am.

TAX YEAR 2025, BUDGET YEAR 2026, CERTIFICATION OF LEVIES AND REVENUE BY GUNNISON COUNTY COMMISSIONERS: Chief Finance Officer Melissa LaMonica was present for discussion.

Commissioner Smith opened the discussion by stating this an annual item that comes before them. Commissioner Puckett Daniels reiterated that the special districts set their own mill levies, and the Board only certifies those levies. CM Birnie further explained that they don't have any quality control of the mill levies submitted, so it's more of an acknowledgment by the Board while CA Hoyt commented they are also not responsible for how the money is spent. Commissioner Puckett Daniels noted that the general fund mill levies cannot be used for road and bridge. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels that for the tax year 2025 and the budget year 2026, that we certify the levies and revenues presented by other local governments and taxing authorities presented to us this morning and authorize the Chair's signature onto the document and for timeliness, also authorize the use of the stamp in place of an actual ink signature. Motion carried unanimously.

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

1. Credit Application; Caterpillar Financial Services Corporation; Purchasing Parts, Tools and Equipment; Three-Year Approval

ADJOURN: Commissioner Smith adjourned the meeting at 8:37 am.

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 12/30/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 12/30/2025

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: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 30, 2025

The December 30, 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
Sammy Obaid, Assistant County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

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

RESOLUTION; AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE APPROPRIATION RESOLUTION: Chief Finance Officer Melissa LaMonica was present for discussion.

No questions were raised. **Moved** by Commissioner Houck, seconded by Commissioner Smith to adopt Resolution (2025)-5, Amending the Gunnison River Valley Local Marketing District for the Fiscal year 2025 and Amending the Appropriation Resolution as presented this morning. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison River Valley Local Marketing District at 8:32 am.

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:32 am.

RESOLUTION; AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE RIVER: Chief Finance Officer Melissa LaMonica was present for discussion.

No questions were raised. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution (2025)-006, a Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2025 and Amending the rest of it as stated. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Housing Authority at 8:33 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:33 am.

RESOLUTION; AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE APPROPRIATION RESOLUTION: Chief Finance Officer Melissa LaMonica was present for discussion.

No questions were raised. **Moved** by Commissioner Houck, seconded by Commissioner Smith to adopt and approve Resolution 2025-35, A Resolution Amending the Gunnison County Budget for the Fiscal Year 2025, and Amending the Appropriation Resolution as presented this morning. Motion carried unanimously.

ATV/UTV USE ON COUNTY ROADS IN SOMERSET DISCUSSION: Assistant County Manager for Public Works Martin Schmidt and Sheriff Adam Murdie were present for discussion.

Commissioner Puckett Daniels opened the discussion by relaying the background and correspondence that was received regarding this issue and confirmed with Sheriff Murdie that ATV/UTV use are not allowed on County Roads unless express permission is given by the County. She then explained the misperception that ATV/UTV use was recently banned and stated that the use was always prohibited, but Sheriff presence has increased with an additionally deputy and full staffing. Additionally, the two roads that currently allow ATVs/UTVs were noted for the discussion. Commissioner Puckett Daniels commented that based on the correspondence received, there was not unanimous support for ATV/UTV use.

Commissioner Houck stated while there are counties that allow ATV/UTV use on County Roads, it is not the norm. He confirmed the State probits use of ATV/UTVs on any State Road such as highways which also includes any crossings. Commissioner Smith also confirmed that it wasn't a change of policy, but more so a change of enforcement and complaints due to ATV/UTV use.

DRAFT

ACM Schmidt commented on the plowing of the roads and stated that even if the Commissioners allow use, private individuals should not plow any of the named streets in Somerset and would otherwise need a plow permit to cover the liability as well as permission from the County Commissioners. LISTEN.

Commissioner Houck relayed that in the correspondence there were multiple positives, but had some concerns. Sheriff Murdie mentioned that they are able to add stipulations to allowing use such as age, license, or helmet restrictions. However, he doesn't believe it will change a mindset. ACM Schmidt then relayed the State laws regarding ATV/UTVs. Commissioner Houck reiterated his concerns and asked Sheriff Murdie on his stance on allowing use. Sheriff Murdie stated he has no issue allowing it as it's been a historic thing that has occurred in Somerset.

Commissioner Smith stated that not every reason given in the emails is a compelling reason but the elderly not being able to get to the post office was compelling to her. Commissioner Puckett Daniels commented that she did agree with Commissioner Smith regarding safety and relayed even allowing use still applies to State Law and while she does have concerns, she is more inclined to allow the use.

After further discussion about what the Board would like in a draft resolution, Commissioner Puckett Daniels recommended that each commissioner speak to the Attorney's Office about additions they would like in the resolution and encouraged community members to email them with any suggestions.

GUNNISON COUNTY SEWER AND WATER DISTRICT; WATER AND SEWER UTILITY RATE STUDY DISCUSSION: Assistant County Manager for Public Works Martin Schmidt, Chief Finance Officer Melissa LaMonica and RG and Associates, LLC President Rick Goncalves were present for discussion.

1. Resolutions
    a. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-37
    b. A Resolution Establishing the Schedule of Fees and Rates for Water Service Within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-38
    c. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-39
    d. A Resolution Establishing the Schedule of Fees and Rates for Water Service Within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-40
    e. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the North Gunnison Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-41
    f. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Somerset Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-42
    g. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Tomichi Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-43
    h. A Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2026; This Resolution Supersedes Resolution 24-50

ACM Schmidt stated the water and sewer utilities were developed for different community needs such as failing septic systems and contaminated wells. He relayed it is unusual for a county to provide sewer and water, therefore it is different than other water and sewer services in other areas and costs are tied to the treatment of sewage or water with lower costs per household in higher density areas. He also explained that the sewage is treated by the City and is charged at a per thousand-gallon rate. ACM Schmidt noted the differences between the areas and the difference between capital improvement and maintenance.

Commissioner Houck mentioned that reserves are reserved for the system so big rate increases can potentially be avoided. ACM Schmidt relayed there is a State requirement to have reserves for enterprise accounts and best practice is to be able to completely fund three months of operations. He further explained that 15 years from now a retrofit of the water plant will be needed and will cost between $10 to $15M. ACM Schmidt explained what availability fees are and why they are charged as well as proposing tying them to capital improvement costs.

Consultant Goncalves introduced what a rate study does, its objectives and model description which included numerous spreadsheets to show rate increases and the calculated revenues and expenses. With the model implementation, Consultant Goncalves explained they did many combinations of input variables and conducted an analysis on four different scenarios. Lastly, staff recommended scenario four for adoption with those rates reflected in the resolutions presented.

Commissioner Puckett Daniels expressed her gratitude on the detail given in the report and presentation. After further discussion, particularly regarding the Dos Rios, Antelope Hills, and North Divisions, a decision

was reached. **Moved** by Commissioner Houck, seconded by Commissioner Smith to adopt and approve Resolution 2025-36, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-37. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-37, a Resolution Establishing the Schedule of Fees and Rates for Water Service Within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-38. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-38, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-39. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-39, a Resolution Establishing the Schedule of Fees and Rates for Water Service Within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-40. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-40, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the North Gunnison Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-41. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to adopt and approve Resolution 2025-41, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Somerset Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-42. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-42, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service Within the Tomichi Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 24-43. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-43, a Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2026; This Resolution Supersedes Resolution 24-50. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 11:18 am.

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2025-5

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

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

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WHEREAS, revenues can now be identified for such expenditures;

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

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

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 2025.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

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

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-006

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County Housing Authority for fiscal year 2025 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Gunnison County Housing Fund. The revenues are decreased in the amount of $81,900,740 as detailed by account number on Appendix A attached. The expenditures are decreased in the amount of $28,556,099 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2025-002 - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2025 and ending December 31, 2025; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 2025.

GUNNISON COUNTY HOUSING AUTHORITY

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2025-35

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2025 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners

DRAFT

of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are increased in the amount of $21,616 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $3,683,617 as detailed by account numbers on Appendix A attached.
2. Public Works Fund. The revenues are decreased in the amount of $595,000 as detailed by account numbers on Appendix A attached. The expenditures are decreased in the amount of $694,302 as detailed by account numbers on Appendix A attached.
3. Human Services Fund. The revenues are increased in the amount of $567,335 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $663,008 as detailed by account numbers on Appendix A attached
4. Public Health Fund. The revenues are increased in the amount of $24,689 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $102,322 as detailed by account numbers on Appendix A attached.
5. Debt Service Fund. The revenues are increased in the amount of $1,039,096 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $1,039,280 as detailed by account numbers on Appendix A attached.
6. Airport Operations Fund. The revenues are decreased in the amount of $1,157,810 as detailed by account numbers on Appendix A attached. The expenditures are decreased in the amount of $1,260,970 as detailed by account numbers on Appendix A attached.
7. Sales Tax Fund. The expenditures are decreased in the amount of $141,096 as detailed by account numbers on Appendix A attached.
8. Capital Expenditures Fund. The revenues are decreased in the amount of $757,392 as detailed by account numbers on Appendix A attached. The expenditures are decreased in the amount of $741,730 as detailed by account numbers on Appendix A attached.
9. Waste Water Fund. The revenues are decreased in the amount of $500,000 as detailed by account numbers on Appendix A attached.
10. Water Fund. The expenditures are decreased in the amount of $4,190 as detailed by account numbers on Appendix A attached.
11. Solid Waste Fund. The expenditures are decreased in the amount of $1,182,000 as detailed by account numbers on Appendix A attached.
12. Senior Housing Fund. The revenues are increased in the amount of $21,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $354,364 as detailed by account numbers on Appendix A attached.
13. ISF I Fund. The expenditures are decreased in the amount of $201,100 as detailed by account numbers on Appendix A attached.
14. ISF II Fund. The revenues are increased in the amount of $50,634 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $100,000 as detailed by account numbers on Appendix A attached.
15. ISF III Fund. The revenues are increased in the amount of $638,550 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $668,303 as detailed by account numbers on Appendix A attached.
16. Transportation Authority Fund. The revenues are decreased in the amount of $2,296,408 as detailed by account numbers on Appendix A attached. The expenditures are decreased in the amount of $2,937,834 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2025-17 and 2025-22 respectively - for Gunnison County for the fiscal year beginning January 1, 2025 and ending December 31, 2025; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-36

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 24-37

DRAFT

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the treatment of sewage providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Antelope Hills Division; and

WHEREAS, the Gunnison County Water and Sewer District is a government enterprise account and the rates are based on the cost of providing the service;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is the line size from the main to the structure.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

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INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-37

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 24-38

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must maintain the water lines and treatment facilities that supply the Antelope Hills HOA Distribution System; managed by others per Colorado Department of Health and Environment regulations; and other connections; and

WHEREAS, the Gunnison County Water and Sewer District is a government enterprise account and the rates are based on the cost of providing the service;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the water distribution lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto.

5. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

6. Minimum Charges. Antelope Hills HOA shall pay the minimum rate for four quarters per year regardless of the number of connected properties.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

9. Repair Responsibility. The County is responsible for costs associated with leaks and repairs on the bulk water supply line.

10. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, submit a written complaint to the District, and it is decided by the District that the complaint is warranted, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

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11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-38

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 24-39

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the treatment of sewage providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must maintain and upgrade the collection lines within the Dos Rios Division; and

WHEREAS, the Gunnison County Water and Sewer District is a government enterprise account and the rates are based on the cost of providing the service;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water

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supply size is either the meter size or line size from the main to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-39

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 24-40

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must maintain and improve the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, the Gunnison County Water and Sewer District is a government enterprise account and the rates are based on the cost of providing the service;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Commercial Water User Fees. User fees for each commercial connection will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the product of the factor according to Appendix C and the number of factor units according to Appendix C.

   The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.
10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, submit a written complaint to the District, and it is decided by the District that the complaint is warranted, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-40

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 24-41

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WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the treatment of sewage providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must maintain and upgrade the collection lines within the North Gunnison Division; and

WHEREAS, the Gunnison County Water and Sewer District is a government enterprise account and the rates are based on the cost of providing the service;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

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INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-41

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 24-42

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased operation costs for the collection and treatment system providing wastewater service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade the treatment system within the Somerset Division; and

WHEREAS, the Gunnison County Water and Sewer District is a government enterprise account and the rates are based on the cost of providing the service;

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

5. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

6. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

7. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

8. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

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9. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-42

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 24-43

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the treatment of sewage providing service to the Tomichi Division; and

WHEREAS, Gunnison County must maintain and upgrade the lift station and force main within the Tomichi Division; and

WHEREAS, the Gunnison County Water and Sewer District is a government enterprise account and the rates are based on the cost of providing the service;

WHEREAS, the Tomichi Division currently serves a single customer; and

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

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

4. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

5. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 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. 25-43

A RESOLUTION AMENDING CERTAIN CHARGES AND FEES FOR INTEGRATED SOLID WASTE SERVICES EFFECTIVE JANUARY 1, 2026

THIS RESOLUTION SUPERSEDES RESOLUTION 24-50

WHEREAS, the Gunnison County Landfill, also known as the Six Mile Lane Landfill ("Landfill") was established pursuant to Resolution No. 18, Series 1985; and

WHEREAS, the Solid Waste Fund is operated and funded through charges and fees for services at the Landfill site and sales of materials at the Gunnison County Recycling Center located at 195 Basin Park Drive; and

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, wants to adjust the charges and fees for the Landfill to better fund that operation and make it self-supporting; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of a County administered recycling program; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future closure and post-closure of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting any and all costs of future Landfill expansion construction costs of the Landfill site; and

WHEREAS, a portion of the charges and fees shall be dedicated to offsetting costs associated with sage grouse mitigation; and

WHEREAS, a solid waste user fee shall be imposed in addition to all charges and fees specified herewith pursuant to Colorado Revised Statutes 25-16-104.5;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following charges and fees are hereby established, to be effective January l, 2026:

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Code	Charge	Rate		Fee Distribution Per Unit: State Fees	Recycling	Closure	Construction	Sage Grouse	Operations
52501	Compacted	63.00	ton	1.74	17.77	3.06	11.64	4.90	23.89
52502	Clean Wood	63.00	ton		18.27	3.15	11.97	5.04	24.57
52503	Concrete<12" Diameter	63.00	ton		18.27	3.15	11.97	5.04	25.20
52504	Ground Construction Debris	63.00	ton	1.74	17.77	3.06	11.64	4.90	23.89
52505	Loose	87.00	ton	1.74	17.90	3.41	11.94	5.12	46.89
52510	Discount Carcass Disposal	43.50	ton	1.74	8.77	1.67	5.43	-	25.89
52511	Biosolids	89.00	ton	1.74	18.32	2.62	11.34	4.36	50.61
52512	Appliance	17.00	ea		3.06	-	-	-	13.94
52513	Refrigerator/Freezer	33.00	ea		5.94	-	-	-	27.06
52514	Concrete>12" Diameter	89.00	ton		17.80	2.67	11.57	4.45	52.51
52515	Special Waste	40.00	ton	1.74	-	3.06	11.48	4.97	18.75
52516	Beneficial Use	32.00	ton		-	-	-	-	32.00
52517	Asbestos	326.00	ton	1.74	19.46	3.24	12.97	6.49	282.11
52518	Administration Fee	237.00	ea		-	-	-	-	237.00
52519	Minimum Charge	16.00	ea		-	-	-	-	16.00
52520	Untarped Load Penalty	159.00	ton		-	-	-	-	159.00
52521	Weight Slip	13.00	ea		-	-	-	-	13.00
52522	Failed Inspection	79.00	ea		-	-	-	-	79.00
52523	Ticket Copies	8.00	ea		-	-	-	-	8.00
52525	Mattress or Box Spring	33.00	ea		-	-	-	-	33.00
52540	Carcass Disposal	87.00	ton	1.74	17.90	3.41	11.08	-	52.86
52551	Special Waste - PCS	40.00	ton	1.74	-	3.06	11.48	4.97	18.75
52560	Tires-Passenger	14.00	ea		2.66	0.42	1.68	0.56	8.68
52561	Tires-Passenger w/Rim	20.00	ea		3.60	-	-	-	16.40
52570	Tires-Truck	20.00	ea		3.80	0.60	2.40	1.20	12.00
52571	Tires-Truck w/Rim	40.00	ea		7.20	-	-	-	32.80
52580	Tires-Loader	40.00	ea		7.60	1.20	4.80	2.00	24.40
52581	Tires-Loader w/Rim	79.00	ea		14.22	-	-	-	64.78
52590	Tire Rim	0.00	ea		-	-	-	-	-
52999	Assistance Fee	70.00	1/2 hr		-	-	-	-	70.00

BE IT FURTHER RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that, in the event of impairment of the scale, the following charges and fees are hereby established:

Code	Charge	Rate		Fee Distribution Per Unit: State Fees	Recycling	Closure	Construction	Sage Grouse	Operations
52601	**Compacted**	**23.00**	**yd**	0.52	6.52	1.12	4.27	1.80	8.77
52602	Clean Wood	19.00	yd		5.51	0.95	3.61	1.52	7.41
52603	Concrete<12" Diameter	39.00	yd		11.31	1.95	7.41	3.12	15.60
52604	Ground Construction Debris	114.00	yd	0.52	32.91	5.67	21.56	9.08	44.26
52605	**Loose**	**23.00**	**yd**	0.52	4.72	0.90	3.15	1.35	12.36
52610	Discount Carcass Disposal	23.00	yd	0.52	4.72	0.90	2.92	-	13.94
52611	Biosolids	23.00	yd	0.52	4.72	0.67	2.92	1.12	13.04
52614	Concrete>12" Diameter	45.00	yd		11.70	1.80	7.20	3.15	21.15
52615	Special Waste	23.00	yd	0.52	-	1.80	6.74	2.92	11.02
52616	Beneficial Use	23.00	yd		-	-	-	-	23.00
52617	Asbestos	76.00	yd	0.52	4.53	0.75	3.02	1.51	65.67

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

1. Local Tires and Asbestos. Tires and Asbestos will not be accepted from sources outside Gunnison or Hinsdale County.

2. Administration Fee. The Administration Fee shall be collected once per year per type of single source waste that requires a special waste characterization.

3. Mattresses & Box Springs. Mattresses and box springs are subject to a $32 handling fee + scale weight.

4. Assistance. Loads requiring landfill staff assistance will be charged an assistance fee in addition to the cost of material disposal.

BE IT FURTHER RESOLVED that the above fees amend and supersede any previous conflicting fees and shall remain in full force and effect until changed by resolution of the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 30th day of December 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *1/2/2026 thru 2/28/2026*

Board of County Commissioners

1. **BOCC Regular Meeting**
   January 6, 2026, All Day @ BOCC Boardroom
2. **Planning Commission Meeting**
   January 8, 2026, 8:45 AM - 12:00 PM @ BOCC Boardroom

   Regular Planning Commission Meeting - Agenda and Packet materials to be added
3. **BOCC Work Session**
   January 13, 2026, All Day @ BOCC Boardroom
4. **BOCC Regular Meeting**
   January 20, 2026, All Day @ BOCC Boardroom
5. **BOCC Work Session**
   January 27, 2026, All Day @ BOCC Boardroom
6. **BOCC Regular Meeting**
   February 3, 2026, All Day @ BOCC Boardroom
7. **BOCC Work Session**
   February 10, 2026, All Day @ BOCC Boardroom
8. **BOCC Regular Meeting**
   February 17, 2026, All Day @ BOCC Boardroom
9. **BOCC Work Session**
   February 24, 2026, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed**
   January 19, 2026, All Day
2. **Holiday - Washington's Birthday - Offices Closed**
   February 16, 2026, All Day

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Airline Operating Agreement and Lease of Airport F

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and American Airlines, Inc.

Term Begins: 01/01/2026 **Term Ends:** **Grant Contract #:**

Summary:

New operating agreement with American Airlines. Includes new rates and charges. Option for extension of agreement is available in two separate one-year periods, making term end date as 12/31/2034

Fiscal Impact: New rates and charges

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/15/2025

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2025 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/19/2025

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

Agenda Date: 1/6/2026

Revised April 2015

AIRLINE OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado

By and Between:

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO
200 East Virginia Avenue
Gunnison, Colorado 81230

and

Airline:

AMERICAN AIRLINES, INC.

Dated: January 1, 2026

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Exhibit B: Airline Premises

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Exhibit D: Responsibilities of COUNTY and AIRLINE for Operation and Maintenance of the Terminal

Exhibit E: Changes in Rates for Rentals, Fees, and Charges

Exhibit F: Affiliated Airline Identification and Requirements

Exhibit G: Statistical Report

AIRLINE OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

THIS AIRLINE OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES, is made effective the 1st day of January, 2026, by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, hereinafter referred to as "COUNTY", and AMERICAN AIRLINES, INC., a corporation incorporated under the laws of the State of Delaware, with its principal office in Dallas, Texas, and authorized to do business in the State of Colorado, as hereinafter defined and referred to as "AIRLINE".

W I T N E S S E T H

WHEREAS, COUNTY owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Colorado, hereinafter referred to as "Airport"; and

WHEREAS, COUNTY has the right to lease and license the use of the property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, AIRLINE is engaged in the business of air transportation of persons, property, cargo, small packages, and mail, and is certificated by the Federal Aviation Administration to provide such services through the Airport; and

WHEREAS, AIRLINE desires to lease certain premises, use certain facilities, and acquire certain rights and privileges from COUNTY in connection with its use of the Airport, and COUNTY is willing to lease and grant the same to AIRLINE upon the terms and conditions hereinafter stated; and

WHEREAS, COUNTY and AIRLINE each certify that it has the power and authority to enter into this Agreement;

WHEREAS, AIRLINE and COUNTY agree to enter into this Agreement, specifying the rights and obligations of the parties with respect to the operation of the Airport by COUNTY and the lease, use and occupancy of certain premises of the Airport, including the new and expanded passenger terminal facilities by AIRLINE;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, COUNTY and AIRLINE do hereby mutually undertake, promise and agree, each for itself and its successors and assigns as follows:

Article 1. **DEFINITIONS**

1.01 Affiliated Airline shall mean any Air Transportation Company that: (1) is a parent or subsidiary of AIRLINE, a subsidiary of the parent of AIRLINE or otherwise under common control with AIRLINE; (2) shares an International Air Transport Association (IATA) code with AIRLINE at the Airport; or (3) otherwise operates under essentially the same trade name as AIRLINE or its parent or subsidiary at the Airport or uses essentially the same livery as AIRLINE or its parent or subsidiary; provided that no "major" airline, as such term is defined by the FAA, shall be classified as an Affiliated Airline of another "major" airline unless either clause (1) or (3) above defines the relationship between such airlines at the Airport. A Signatory Airline must designate in writing to the COUNTY any Air Transportation Company that will be an Affiliated Airline of that Signatory Airline at the Airport. A Signatory Airline must also designate in writing to the COUNTY to terminate such Affiliated Airline status of an Air Transportation Company. Affiliated Airlines shall have the rights afforded AIRLINE without payment of any additional charges or premiums, provided AIRLINE (a) remains a Signatory Airline to this Agreement; (b) agrees to be billed for Affiliated Airline's activity at the Airport when such activity is on behalf of AIRLINE; and (c) agrees and shall be obligated to serve as a financial guarantor for all rentals, fees, and charges incurred by any Affiliated Airline of AIRLINE at the Airport when acting on behalf of AIRLINE. AIRLINE shall be responsible for any and all unpaid rentals, fees, and charges of any such Affiliated Airline while such Affiliated Airline operates at the Airport as an Affiliated Airline of AIRLINE; provided however, AIRLINE shall only be responsible for such payments as relate to any terminated Affiliated Airline's operations before such termination as an Affiliated Airline of AIRLINE took effect and solely in connection with the operations of the Affiliate on behalf of AIRLINE. Termination as an Affiliated Airline of AIRLINE will not occur until AIRLINE notifies the COUNTY in writing and such termination will be effective as of the date of such notification.

1.02 Agreement shall mean this Airline Operating Agreement and Lease of Airport Facilities between COUNTY and AIRLINE, as the same may be amended, modified or altered from time-to-time pursuant to the terms hereof.

1.03 Air Transportation Business shall mean that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo and all associated reasonable activities.

1.04 Air Transportation Company shall mean a legal entity engaged in the business of scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.05 Airfield shall mean those portions of the Airport provided for the landing, taking off and taxiing of aircraft, including without limitation, approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

1.06 AIRLINE or Airline shall mean the Air Transportation Company executing this Agreement.

1.07 Airline Premises shall mean those areas in the Terminal leased to AIRLINE as Exclusive Use Premises, Preferential Use Premises, or Joint Use Premises, as defined herein, and shown in Exhibit B, attached hereto.

1.08 Airport shall mean the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Colorado, owned and operated by COUNTY, including all real property easements or any other interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned leased or operated by COUNTY.

1.09 Airport Affairs Committee (AAC) shall mean collectively the authorized representatives of each Signatory Airline that shall meet from time-to-time with representatives of COUNTY to receive information and provide input from/to the Signatory Airlines with regard to selected operation and development matters of the Airport.

1.10 Airport Cost Center shall mean those areas or functional activities of the Airport used for the purposes of accounting for Airport Revenues, Operation and Maintenance (O&M) Expenses, Debt Service, and Amortization, and Capital Expenditures, and used for calculating and adjusting certain rentals, fees, and charges described herein, as they now exist or may hereafter be modified, changed, or developed, as more particularly defined in Exhibit E.

1.11 Airport Director shall mean the COUNTY's Airport Director or such other person designated by COUNTY to exercise functions with respect to the rights and obligations of COUNTY under this Agreement.

1.12 Amortization shall have the meaning as set forth in Exhibit E.

1.13 Annual Rates and Charges Sheet shall mean the notification sent by the COUNTY to Airline prior to the start of Airport's Fiscal Year that includes a list of all rates and fees for the upcoming Fiscal Year.

1.14 Boarding Bridge shall mean the covered equipment affixed to the Terminal to permit passenger access to parked aircraft.

1.15 Boarding Bridge Per Use Fee shall have the meaning as set forth in Exhibit E.

1.16 Bonds shall have the meaning as set forth in Exhibit E.

1.17 Capital Expenditure shall have the meaning as set forth in Exhibit E.

1.18 CFR shall mean The Code of Federal Regulations.

1.18 Common Use Premises shall mean that space in the Terminal Building used in common by AIRLINE and other airlines using the space, such as Gates and boarding bridges, the cost of which is prorated among the users based on the Boarding Bridge Per Use Fee and CUTE System Per Use Fee.

1.19 COUNTY or County shall mean Gunnison County, Colorado, who has the ownership, custody, control and management of the Airport.

1.20 Common Use Terminal Equipment (CUTE) System shall mean County-owned systems and equipment provided by the County for use by AIRLINE, including but not limited to systems and equipment for passenger processing, flight and baggage information display, and baggage handling system.

1.21 CUTE System Per Use Fee shall have the meaning as set forth in Exhibit E.

1.22 Debt Service shall have the meaning as set forth in Exhibit E. .

1.23 Deplaned Passenger shall mean any passenger disembarking an aircraft at the Terminal.

1.24 Enplaned Passenger shall mean any passenger boarding an aircraft at the Terminal, except for non-revenue passengers, including any such passenger that previously disembarked from another aircraft of the same or a different Air Transportation Company or from the same aircraft, previously operating under a different flight number.

1.25 Exclusive Use Premises shall mean those portions of the Terminal assigned to AIRLINE, as shown in Exhibits B and C, attached hereto, to which AIRLINE shall have exclusive use.

1.26 FAA shall mean the Federal Aviation Administration, or its authorized successor(s).

1.27 Fiscal Year shall mean the annual accounting period of COUNTY for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve consecutive months, ending with the last day of December of any year.

1.28 Gate(s) shall mean those specific areas within the Terminal Building where passengers enplane and deplane aircraft and provides passenger access to and from aircraft parked on the Terminal Aircraft Apron. A Gate may include CUTE system and equipment, a gate podium, a boarding bridge, and adjoining aircraft parking position if located on the 2nd floor of the Terminal Building or CUTE system and equipment, a gate podium, and an adjoining ground level aircraft parking position if located on 1st floor of the Terminal Building.

1.29 Ground Handling Services shall mean services provided to an aircraft that prepares the aircraft for flight, such as the guiding and parking of aircraft, catering, loading and unloading of baggage, fuel arrangements, passengers, etc. and also activities such as ticketing and check-in.

1.30 Hazardous Material shall mean: (i) oil petroleum products, flammable substances, explosives, radioactive materials, asbestos in any form, urea formaldehyde foam insulation, transformers (and other equipment that contains dielectric fluid with regulated levels of polychlorinated biphenyls) or radon gas that pose a hazard to the Airport premises or to the safety and/or health of persons on or about the Airport (ii) any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", or "toxic substance" under Applicable Environmental Law (as defined in Article 14) (iii) any class of chemicals known as per- and polyfluoroalkyl substances (PFAS) and/or (iv) any other chemical, material or substance which may or could pose a hazard to the environment or a person .

1.31 Joint Use Charge shall have the meaning as set forth in Exhibit E.

1.32 Joint Use Premises shall mean that space in the Terminal Building used in common by AIRLINE and other airlines using the space, such as baggage claim areas as reflected in Exhibits B and C, attached hereto, the cost of which is prorated among the users based on the Joint Use Charge.

1.33 Landing Fee shall have the meaning as set forth Exhibit E.

1.34 Landed Weight shall have the meaning as set forth in Exhibit E.

1.35 Non-Signatory Airline shall mean any Air Transportation Company providing service at the Airport that has not signed this Agreement and is operating under the terms of a separate agreement that

has terms that are not more favorable to this Agreement. Non-Signatory Airlines shall pay Non-Signatory rates, fees and charges presented in Exhibit E.

1.36 Operation and Maintenance Expenses or O&M Expenses shall have the meaning as set forth in Exhibit E.

1.37 Passenger Facility Charge (PFC) shall have the meaning as set forth in Exhibit E.

1.38 Preferential Use Premises shall mean those portions of the Terminal assigned to AIRLINE, as shown in Exhibit C, attached hereto, to which AIRLINE shall have priority over other users.

1.39 Public Space shall mean all utility rooms, duct ways, janitorial rooms and closets, stairways, hallways, elevators, escalators, entrance-ways, public lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by COUNTY.

1.40 Rates shall mean the Landing Fee, the Terminal Rental Rate, the Joint Use Charge, the Boarding Bridge Per Use Fee, and the CUTE System Per Use Fee as further defined in Exhibit E.

1.41 Revenue Landing shall have the meaning as set forth in Exhibit E.

1.42 Rules and Regulations shall mean reasonable and nondiscriminatory rules and regulations as may be established by the COUNTY, and as may be amended from time-to-time.

1.43 Scheduled Air Carrier shall mean any Air Transportation Company performing or desiring to perform, pursuant to published schedules, seasonal or non-seasonal commercial air transportation services over specified routes to and from the Airport and holding the necessary authority from the appropriate federal or state agencies to provide such transportation.

1.44 Scheduled Landings shall mean all Revenue Landings at the Airport published by AIRLINE in either the Official Airline Guide or on AIRLINE’s website.

1.45 Signatory Airline shall mean an Air Transportation Company that has executed an agreement with the COUNTY substantially similar to this Agreement, and that leases space in the Terminal Building deemed sufficient by the Airport Director to support its operation.

1.46 Substantial Completion shall mean the date on which COUNTY's architects and/or engineers certify any premises, or project, at the Airport to be substantially complete as to permit use and occupancy by AIRLINE.

1.47 Term shall mean the period of time during which AIRLINE's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 2.

1.48 Terminal Building or Terminal shall mean the passenger terminal building and appending structures at the Airport.

1.49 Terminal Aircraft Apron shall mean that area of the Airport that is designated for the parking of commercial passenger aircraft and support vehicles, and the loading and unloading of passenger aircraft.

1.50 Terminal Rental Rate shall mean fees and charges imposed by COUNTY on a per square foot basis for the use of the Airline Premises. The calculation of the annual Terminal Rental Rate is set forth in Exhibit E.

1.51 TSA shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

Words and phrases used in this Agreement but not defined herein shall have their usual and customary meaning.

Article 2. **TERM**

2.01 Term.

The Term of this Agreement shall be for five (5) years beginning on January 1, 2026 (hereinafter the "Effective Date") and ending December 31, 2030 (hereafter the "Term"). The rentals, fees, and charges established in this Agreement shall apply to said Term regardless of the executed date of this Agreement.

2.02 Extension of Agreement.

Provided AIRLINE is not in default of any of the terms and conditions of this Agreement beyond the expiration of applicable notice and cure periods, AIRLINE and COUNTY shall each have the option to mutually agree in writing to extend for two separate one-year periods (the first extension period beginning January 1, 2031 and ending December 31, 2032 ("First Term Extension") and the second extension period beginning January 1, 2033 and ending December 31, 2034 ("Second Term Extension").

2.03 Release of Exclusive Use Space and / or Preferential Use Space.

Should this Agreement be extended subject to Section 2.02, AIRLINE will be entitled to release all or part of its Exclusive Use Space or Preferential Use Space provided such release occurs at the same effective dates as the First Term Extension and Second Term Extension, as applicable. Such changes to Exclusive Use Space or Preferential Use Space will be reflected in updated Exhibits B and C prepared by COUNTY.

2.04 Holding Over.

Holding over by AIRLINE after the expiration of the Agreement without the consent of COUNTY shall not operate to extend or renew this Agreement. Any such holding over shall be construed as a tenancy from month-to-month and AIRLINE will pay non-signatory rentals, rates and charges until a new agreement is executed;; provided, however, that if AIRLINE and COUNTY are negotiating a substitute agreement for this Agreement in good faith or AIRLINE and COUNTY mutually agree to remain in holdover without the need for a new agreement, AIRLINE shall continue to pay the then-applicable rental rates, fees and charges for Signatory Airlines.

Article 3. **RIGHTS AND PRIVILEGES OF AIRLINE**

3.01 AIRLINE Rights and Privileges.

A. In addition to all rights granted elsewhere in this Agreement, AIRLINE shall have the right to use, in common with others so authorized by COUNTY, areas, other than areas leased exclusively to others, facilities, equipment, and improvements at the Airport for the operation of AIRLINE's Air Transportation Business and all activities reasonably associated with such operations, including but not limited to:

B. The landing, taking off, flying over, taxiing, towing, and conditioning of AIRLINE's aircraft and, in areas designated by COUNTY, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of AIRLINE's aircraft and support equipment subject to the availability of space, and subject to such reasonable charges and regulations as COUNTY may establish; provided, however, AIRLINE shall not permit the use of the Airfield by any aircraft operated or controlled by AIRLINE which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan (ALP) or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

C. The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, and express services, and reasonable and customary airline activities.

D. The training of personnel in the employ of or to be employed by AIRLINE and the testing of aircraft and other equipment being utilized at the Airport in the operation of AIRLINE's Air Transportation Business; provided, however, said training and testing shall be directly related, but incidental to the use of the Airport in the operation by AIRLINE of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. COUNTY reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by COUNTY.

E. The purchase at the Airport of fuels, lubricants, and any other supplies and services, from any person or company, subject to COUNTY's right to require that each provider of services and/or supplies to AIRLINE secures a permit from COUNTY to conduct such activity at the Airport, pays reasonable required fees, and abides by all reasonable rules and regulations established by COUNTY.

No discriminatory limitations or restrictions shall be imposed by COUNTY that interferes with such purchases; provided, however, nothing herein shall be construed to permit AIRLINE to store aviation fuels at the Airport. The granting of the right to store aviation fuels shall be subject to the execution of a separate agreement between AIRLINE or Signatory Airline formed fuel consortium and COUNTY.

F. The servicing by AIRLINE or its suppliers of aircraft and other equipment being utilized at the Airport by AIRLINE on the Terminal Aircraft Aprons or such other locations as may be designated by the Airport Director.

G. The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by COUNTY at Terminal Aircraft Aprons or such other locations as may be designated by the Airport Director; provided AIRLINE shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by COUNTY.

H. The provision, either alone or in conjunction with other Air Transportation Companies or through a nominee, of skycap service for the convenience of the public, at no cost to COUNTY.

I. The installation and maintenance, at AIRLINE's sole cost and expense, of identifying signs in AIRLINE's Preferential or Exclusive Use Premises. Installation shall be subject to the prior written approval of the Airport Director, which shall not be unreasonably withheld, delayed or conditioned. The general type and design of such signs shall be in compliance with COUNTY's rules and regulations regarding tenant signage. All identifying signage previously approved by the Airport Director and installed as of the Effective Date is deemed to be approved. Signage will not be permitted in areas other than AIRLINE's Preferential or Exclusive Use Premises without prior approval of the Airport Director.

J. The installation, maintenance, and operation, at no cost to COUNTY, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities on AIRLINE's Exclusive and Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Airport Director, which shall not be unreasonably withheld, delayed or conditioned. Prior to any written approval, AIRLINE shall provide the Airport Director with all reasonably necessary supporting documentation related to such installations. Installation, maintenance, and operation of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment,

and facilities will not be permitted in areas other than AIRLINE's Exclusive Use and Preferential Use Premises.

K. Such rights of way as may reasonably be required by AIRLINE for communications, computer equipment, teletype, telephone, interphone, conveyor systems and power, and other transmission lines in AIRLINE's Exclusive and Preferential Use Premises, subject to the availability of space and/or ground areas as determined by the Airport Director. AIRLINE shall provide COUNTY with an engineer's or architect's drawing depicting the routing of such cabling for approval by COUNTY prior to engaging in any such work. COUNTY reserves the right to require the execution of a separate agreement between COUNTY and AIRLINE for the lease and use of such space and/or ground area outside Terminal areas or to provide such service directly to AIRLINE.

L. The installation of personal property, including furniture, furnishings, computers, supplies, machinery, equipment, computers, and supplies in AIRLINE's Exclusive and Preferential Use Premises as AIRLINE may deem necessary, useful or prudent for the operation of its Air Transportation Business. Title to such personal property shall remain with AIRLINE, subject to the provisions of this Agreement. Installation of personal property, including furniture, furnishings, computers, supplies, machinery, equipment, computers, and supplies will not be permitted in areas other than AIRLINE's Exclusive and Preferential Use Premises.

M. The construction of modifications, finishes, and improvements in AIRLINE's Exclusive Use and Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business.

N. The right to use the public address and paging system in the Terminal for flight announcements, paging, and similar purposes, subject to reasonable rules and regulations established by the Airport Director.

O. The right to ingress to and egress from the Airport and Airline Premises for AIRLINE's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 CFR Part 1542, applicable laws, and the COUNTY's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations and Operating Directives governing (i) the general public, including AIRLINE's passengers, and, (ii) access to non-public areas at the Airport by AIRLINE's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations and Operating Directives of COUNTY shall not unreasonably interfere

with the operation of AIRLINE's Air Transportation Business nor conflict with the express terms of this Agreement. COUNTY may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to AIRLINE, however, COUNTY will make every attempt to notify AIRLINE of any planned closure or disruption with no less than ninety (90) days' notice. AIRLINE hereby releases and discharges COUNTY from any and all claims, demands, or causes of action which AIRLINE may now or at any time hereafter have arising or alleged to arise out of such a re-routing undertake in accordance with this Agreement.

P. Nothing in this paragraph shall prohibit AIRLINE from providing food and beverages, at AIRLINE's sole cost and expense during irregular flight operations. AIRLINE shall not maintain or operate a cafeteria, restaurant, bar, or cocktail lounge for the purpose of selling food and beverages to the public or to AIRLINE's employees and passengers.

Q. AIRLINE shall not install vending machines of any type in its Airline Premises without obtaining written approval of the Airport Director, which shall not be unreasonably withheld, delayed or conditioned. However, all vending machines previously approved by the Airport Director and installed as of the Effective Date are hereby deemed to be approved.

R. The rights and privileges granted to AIRLINE pursuant to this Article 3 may be exercised on behalf of AIRLINE by (i) other Signatory Airlines, (ii) Affiliated Airlines, or (iii) contractors authorized by COUNTY to provide such services at the Airport, subject to the prior written approval of COUNTY and further subject to all laws, rules, regulations, fees, and charges as may be applicable to the activities undertaken.

S. AIRLINE may exercise on behalf of any other Air Transportation Company having an operating agreement or permit with COUNTY any of the rights granted AIRLINE herein, so long as AIRLINE is concurrently exercising those same rights in the operation of AIRLINE's own Air Transportation Business at the Airport, subject to other provisions of this Agreement with respect to COUNTY Rules and Regulations and Operating Directives for the Airport and provided AIRLINE notifies COUNTY of such arrangement.

3.02 Exclusions and Reservations.

A. Nothing in this Article 3 shall be construed as authorizing AIRLINE to conduct any business separate and apart from the conduct of its Air Transportation Business.

B. Neither AIRLINE, nor their employees and agents, shall not knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time-to-time at the Airport; and AIRLINE shall not engage in any activity prohibited by COUNTY's noise abatement procedures as implemented, amended, or supplemented from time-to-time.

C. AIRLINE shall require all of its employees, representatives, contractors, subcontractors, licensees, subtenants, invitees excluding passengers, and suppliers hired by AIRLINE and working about the Terminal to display appropriate identification.

D. AIRLINE shall not permit its employees to enter the Airport's security areas without valid identification or an approved escort. AIRLINE shall promptly notify the Airport Director or his designee whenever an employee's access authority has been revoked, an access medium has been lost or stolen, or AIRLINE becomes aware that the access control system or its components have been compromised or threatened in accordance with the Airport Master Security Program, 49 CFR Part 1542, and all applicable laws.

E. As soon as possible after release from proper authorities, AIRLINE shall remove any of its disabled aircraft from the Airfield or Terminal Aircraft Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably designated by the Airport Director, or at AIRLINE's discretion, to an off-Airport location, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the Airport Director. In the event AIRLINE shall fail to remove any of its disabled aircraft as expeditiously as possible, COUNTY may, but shall not be obligated to, cause the removal of such disabled aircraft. AIRLINE shall pay to COUNTY, upon receipt of invoice, the costs incurred for such removal plus fifteen percent (15%).

F. AIRLINE shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If AIRLINE shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a material breach of this Agreement, which act or failure, in and of itself, directly causes an increase in COUNTY's insurance premiums, AIRLINE shall immediately remedy such actions and/or pay the increase in premiums, upon evidence and notice from COUNTY to do so.

G. AIRLINE shall not maintain or operate in the Terminal or elsewhere at the Airport a cafeteria, restaurant, bar, or cocktail lounge for the purpose of selling food and beverages to the public or to AIRLINE's employees and passengers, except as may be permitted under Section 3.01(P), above.

H. COUNTY may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Joint Use Premises, provided, however, that such installations shall not promote any products or services, unreasonably interfere with AIRLINE's operations authorized hereunder, or substantially diminish the square footage contained in Airline Premises.

I. The rights and privileges granted AIRLINE pursuant to this Article 3 shall be subject to any and all reasonable and nondiscriminatory Rules and Regulations and Operating Directives established by COUNTY, as may be amended from time-to-time, provided same do not conflict with the express terms of this Agreement and upon reasonable consultation with AAC prior to implementation.

J. AIRLINE shall not use any Airline Premises as office space for any purposes not directly related to the AIRLINE'S day-to-day operations at the Airport.

K. Any and all rights and privileges not specifically granted to AIRLINE for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to COUNTY.

L. AIRLINE shall not conduct political activities on Airline Premises except as allowed by COUNTY in free speech designated areas within the Airport.

3.03 Passenger Access Lift

A. AIRLINE shall be responsible for providing boarding assistance to individuals with disabilities as required by 14 C.F.R. Part 382 and 49 C.F.R. Part 27; provided however, AIRLINE shall have the right, on a non-exclusive, non-preferential basis with other authorized users thereof, to provide such assistance by utilizing the COUNTY-owned passenger access lift in conjunction with its Air Transportation Business at the Airport. AIRLINE, not the COUNTY, shall be responsible for providing the personnel necessary to operate the apparatus. AIRLINE's personnel shall operate the apparatus in conformance with all written operating instructions and recommendations promulgated by the manufacturer of the apparatus.

B. COUNTY shall be responsible for the storage, maintenance, and repair of the apparatus; provided however: (a) COUNTY may include the costs associated with such storage, maintenance and repair in the Airfield Cost Center; and (b) AIRLINE shall be obligated to reimburse COUNTY for the cost of all repairs necessitated by AIRLINE's negligent operation of the apparatus, or operation of the apparatus contrary to manufacturer's written instructions and recommendations provided to AIRLINE by COUNTY.

C. AIRLINE shall hold COUNTY and its employees and officers harmless from, and indemnify against, any and all claims for personal injury and property damage stemming from the AIRLINE's use or operation of the apparatus; provided, however, that AIRLINE shall not be obligated to hold COUNTY or its employees or officers harmless from, or to indemnify against, any claim based upon the COUNTY's negligent maintenance or repair of the apparatus or any willful misconduct by COUNTY.

Article 4. **PREMISES**

4.01 Terminal Building Space.

For the Term of this Agreement, AIRLINE shall lease or use the areas in the Terminal Building as shown in Exhibits B and C. AIRLINE has inspected the Premises as described herein and is fully aware of the equipment, location, and condition thereof and accepts the same in their present "as-is" condition.

A. In the event that changes to Exhibits B or C are made to reflect changes in the Leased Premises of others, or to reflect other space changes in public-use and Joint-use areas, then in such event said revised exhibits may be substituted herein without the necessity for amendment of this Agreement. In the event of any changes to Exhibits B or C, COUNTY will provide thirty (30) days' advanced written notice to AIRLINE before the changes take effect. If the changes modify the current Fiscal Year Rates, AIRLINE will be permitted to comment on the changes (and COUNTY shall fully consider such comments provided by AIRLINE) prior to them being adopted. Revised Exhibits B and/or C will need to be dated and signed by an authorized representative of the COUNTY and the AIRLINE.

4.02 Gates and Aircraft Parking Positions.

A. Gates and associated parking positions are designated as Common Use Premises and shall be assigned to Signatory Airlines in accordance with reasonable and non-discriminatory Rules and Regulations.

B. AIRLINE will have the right to the use of the Common Use Gates for scheduled and unscheduled flights. Use of a Common Use Gate shall include use of any existing podium, boarding bridge, CUTE System, and associated Gate facilities. AIRLINE may install additional Gate facilities at its own cost, subject to the approval of the Airport Director, which shall not be unreasonably withheld, conditioned or delayed. Seating in the Gate area shall be available to all users of the Terminal Building regardless of AIRLINE association.

4.03 Employee Parking Facilities.

AIRLINE shall, subject to reasonable and non-discriminatory charges as defined in Section 5.04(F), have the right to use the automobile parking facilities for its employees. Such facilities are located in an area designated by the Airport Director; however, such area(s) shall not be used for the long-term storage of vehicles or trailers. Long-term shall mean periods greater than two (2) weeks.

4.04 Construction and Airport Expansion and Inconvenience.

COUNTY shall have the right, at such times as may be reasonable under the circumstances, to close, relocate, reconstruct, change, alter, or modify Airline's Premises and/or the means of access to Airline's Premises pursuant to this Agreement, temporarily for purposes of maintaining or constructing improvements, modifications, or expansions to the Terminal Building, including construction of Capital Improvements; provided, however, that COUNTY shall provide: (1) reasonable notice of the construction activities to AIRLINE and (2) adequate means of ingress and egress for Airline's Premises or, in lieu thereof, alternate premises of comparable size and finish with adequate means of ingress and egress. COUNTY shall notify Airline prior to beginning construction activities which affect the Airline's Premises and/or the means of access to Airline's Premises pursuant to this Agreement for a period longer than ten (10) days.

4.05 Surrender of Airline's Premises.

AIRLINE covenants and agrees that on expiration of the Term of this Agreement, or earlier termination as hereinafter provided, it will peaceably surrender possession of Airline's Premises leased hereunder in the condition in which they existed at the commencement of this Agreement, normal wear and tear, COUNTY's express obligations set forth herein, and damage due to casualty excepted.

AIRLINE shall have the right, on expiration or early termination of this Agreement and within thirty (30) consecutive calendar days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property placed or installed by it at its expense, in, on, or about the Airport. AIRLINE shall not be entitled to remove permanent or non-trade fixtures without the advance written consent of COUNTY, which consent shall not be unreasonably withheld, conditioned or delayed.

In the event AIRLINE removes its trade fixtures and equipment and other personal property described in this Section 4.05, and/or is allowed to remove its non-trade fixtures and removes such fixtures, AIRLINE shall repair any damage caused by such removal, reasonable wear and tear excepted. Such removal and repair shall be at AIRLINE's expense.

In the event AIRLINE fails to remove its property within thirty (30) consecutive calendar days of the effective date of termination of this Agreement, or such other period of time agreed to in writing by the parties, COUNTY shall have the option of (1) removing and disposing of AIRLINE property at AIRLINE's expense; or (2) taking title to AIRLINE property.

Article 5. **RENTALS, FEES, AND CHARGES**

5.01 General.

AIRLINE shall pay COUNTY rentals for use of Airline Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the Term of this Agreement. The rentals, fees, and charges payable by all Signatory Airlines for the Airfield and, with respect to the Terminal, the rentals, fees, and charges payable by Signatory Airlines leasing space in the Terminal, shall be as set forth in Exhibit E.

5.02 Landing Fees.

AIRLINE shall pay monthly to COUNTY fees for Revenue Landings for the preceding month. AIRLINE's Landing Fees shall be determined as the product of the Landing Fee rate for the period, as presented in Exhibit E, attached hereto, and AIRLINE's total Landed Weight for the month. AIRLINE's Landed Weight for the month shall be determined as the sum of the products obtained by multiplying the Landed Weight of each type of AIRLINE's aircraft by the number of Revenue Landings of each said aircraft during such month.

5.03 Terminal Rentals.

For the Term of this Agreement, AIRLINE's Terminal Rentals shall be determined as the sum of AIRLINE's rentals for Joint Use Premises, Preferential Use Premises, Boarding Bridge Per Use Fees, CUTE System Per Use Fees, and Exclusive Use Premises. AIRLINE's rental payment for Exclusive and Preferential Use Premises shall be determined as the sum of the products obtained by multiplying the rental rate for the period, as presented in Exhibit E, by the amount of the corresponding type of space leased by AIRLINE as Exclusive and Preferential Use Premises as set forth in Exhibits B and C.

AIRLINE’s rental payment for Joint Use Premises shall be paid on a prorated basis among the Scheduled Air Carriers using the Joint Use Charge. COUNTY shall invoice each Scheduled Air Carrier based on the Monthly Activity Reports as provided in Section 5.05.

For inclusion in the Joint Use Charge, AIRLINE shall include in its monthly report of Enplaned Passengers and Deplaned Passengers the total number of Enplaned Passengers and Deplaned Passengers handled or otherwise accommodated by AIRLINE for its Affiliated Airline companies and other Air Transportation Companies handled by AIRLINE and not having an agreement with COUNTY that provides for the direct payment to COUNTY of appropriate charges for the use of Joint Use Premises.

AIRLINE's payment of Boarding Bridge and CUTE System Per Use Fees shall be paid based on the Boarding Bridge Per Use Fee and the CUTE System Per Use Fee as described in Exhibit E. COUNTY shall invoice AIRLINE monthly based on actual use of boarding bridges and CUTE System.

5.04 Other Fees and Charges.

COUNTY expressly reserves the right to assess and collect the following:

A. Reasonable and non-discriminatory fees for services subject to the requirements of Section 3.01Q, provided by AIRLINE to Air Transportation Companies that are not Signatory Airlines or to AIRLINE by Air Transportation Companies that are not Signatory Airlines, subject to the requirements of Section 3.01P of this Agreement, if such services or concessions would otherwise be available from a concessionaire or licensee of COUNTY.

B. Pro rata shares of any charges for the provision of any services or facilities which COUNTY is required or mandated to provide by any governmental entity (other than COUNTY acting within its proprietary capacity) having jurisdiction over the Airport.

C. A fuel flowage fee for fuel delivered to AIRLINE's aircraft. Prior to charging the AIRLINE a fuel flowage fee, the Airport Director shall first consult and reach agreement with AIRLINE on the fee to be charged.

D. Additional charges for use of all electricity or other utilities, facilities, or services provided at the Airport that are greater than the basic utilities, facilities, or services provided that are included in the normal rental rates and landing fees.

E. COUNTY shall have the right to assess and collect Passenger Facility Charges in accordance with applicable laws and regulations. Proceeds of Passenger Facility Charges shall be used for projects which have been approved through the procedures established by the FAA.

F. COUNTY reserves the right to charge AIRLINE or its employees a reasonable and non-discriminatory fee for the employee parking area(s) provided at the Airport and for issuance of Airport identification badges required by 49 CFR Part 1542 of Federal Aviation Regulations.

AIRLINE shall pay all applicable sales, use, intangible and ad valorem taxes of any kind, against Airline Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from AIRLINE's occupancy or use of Airline Premises whether levied against

AIRLINE or COUNTY. AIRLINE shall also pay any other taxes or assessments levied against Airline Premises or the leasehold estate created herein. COUNTY agrees to immediately forward to AIRLINE any notices of such taxes and assessments due upon receipt of same. For the avoidance of doubt, and without limiting the foregoing, under no circumstances will AIRLINE be liable for COUNTY's income taxes.

5.05 Information to be Supplied by AIRLINE.

A. Not later than ten (10) calendar days after the end of each month, AIRLINE shall file with COUNTY separate written reports on forms provided by COUNTY and included as samples in Exhibit G, attached hereto, for activity conducted by AIRLINE during said month, and for activity handled by AIRLINE for each Air Transportation Company not having an agreement with COUNTY providing for its own submission of activity data to COUNTY. Such activity reporting shall include, but not be limited to (1) AIRLINE's total number of aircraft arrivals for the month by type of aircraft, the Landed Weight of each aircraft and the total Landed Weight for the month; (2) total number of Enplaned and Deplaned passengers; (3) the amount of enplaned and deplaned cargo (mail, freight, and express – in pounds) for such month; and (4) the number of flights operated for the month, and (5) the amount of de-ice fluid (in gallons) for such month.

B. COUNTY shall have the right to rely on said activity reports in determining rentals and charges due hereunder. AIRLINE shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to charges as set forth in Section 5.06.

C. AIRLINE shall at all times maintain and keep records reflecting the activity statistics of AIRLINE's activities at the Airport to be reported pursuant to this Article 5. Such records shall be retained by AIRLINE for a period of three (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249, and upon prior written notice to AIRLINE shall be made available at Gunnison, Colorado for audit and/or examination by COUNTY or its duly authorized representative during all normal business hours. AIRLINE shall produce such books and records at Gunnison, Colorado within thirty (30) calendar days of COUNTY's notice to do so in order for an auditor selected by COUNTY to audit said books and records. If AIRLINE fails to produce such records at Gunnison, Colorado within such 30-day period, AIRLINE shall pay all reasonable expenses, including but not limited to transportation, food, and lodging**,** necessary for an auditor selected by COUNTY to audit said books and records at an alternate location. The cost of audit, with the exception of the aforementioned expenses, shall be borne by COUNTY; provided, however, the total out-of-pocket

cost of said audit shall be borne by AIRLINE if either or both of the following conditions exist:

(1) The audit reveals an underpayment of more than ten percent (10%) in the aggregate of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit;

(2) AIRLINE has failed to keep records in accordance with Section 5.05C.

5.06 Payments.

A. Payments of one-twelfth (1/12) of the total annual rentals for AIRLINE's Exclusive and Preferential Use Premises shall be due in advance, without demand or invoice, on the first day of each month. Said rentals and charges shall be deemed delinquent if payment is not received by the fifteenth (15^{th}) day of the month. The first such payment shall be due on January 1, 2026.

B. Payment of AIRLINE's Landing Fees shall be due thirty (30) days from COUNTY's issuance of invoice.

C. Payment of AIRLINE's Joint Use Premises shall be due thirty (30) days from the COUNTY's issuance of invoice.

D. Payment of AIRLINE's Boarding Bridge Per Use Fees and CUTE System Per Use Fees shall be due thirty (30) days from the COUNTY's issuance of invoice.

E. Payment for all other fees and charges due hereunder shall be due thirty (30) days from COUNTY's issuance of invoice.

F. COUNTY shall provide notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of COUNTY's estimates of activity pursuant to this Section, or due to an audit performed pursuant to Section 5.05C, herein; provided, however, interest at a rate of one and one-half percent (1.5%) monthly shall accrue against any and all delinquent payment(s) from the due date until the date payments are received by COUNTY. This provision shall not preclude COUNTY from canceling this Agreement for default in the payment of rentals, fees, or charges, or from exercising any other rights contained herein or provided by law.

G. In the event AIRLINE's obligations with respect to Airline Premises or rights, licenses, or privileges granted hereunder shall commence or terminate on any date other than the first or last day

of the month, AIRLINE's rentals, fees, and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

H. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, electronically or by check made payable to "Gunnison County Treasurer" and delivered to:

Via U.S. Mail or Express Mail
Gunnison County Finance Office
200 East Virginia Avenue
Gunnison, Colorado 81230

AIRLINE shall contact Airport Director to obtain County's procedures for electronic payments.

5.07 Security for Performance.

Unless AIRLINE or an Affiliated Airline has provided regularly scheduled flights to and from the Airport during the eighteen (18) months prior to the Effective Date of this Agreement without the occurrence of any act or omission that would have been an event enumerated in Section 11.01 of this Agreement, if this Agreement had been in effect during that period, and any such act or omission remains uncured, AIRLINE shall provide COUNTY on the Effective Date of this Agreement with a contract bond, irrevocable letter of credit or other similar security acceptable to COUNTY ("Contract Security") in an amount equal to the estimate of three (3) months' rentals, fees, and charges payable by AIRLINE (excluding PFCs) pursuant to this Article 5, to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees, and charges due hereunder. AIRLINE shall be obligated to maintain such Contract Security in effect until the expiration of twelve (12) consecutive months during which period AIRLINE commits no event enumerated in Section 11.01 of this Agreement. Such Contract Security shall be in a form and with a company reasonably acceptable to COUNTY and licensed to do business in the State of Colorado. In the event that any such Contract Security shall be for a period less than the full period required by this Section or if Contract Security shall be canceled, AIRLINE shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

In the event COUNTY is required to draw down or collect against AIRLINE's Contract Security for any reason, AIRLINE shall, within ten (10) business days after COUNTY's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (three months' estimated rentals, fees, and charges) or to provide additional or supplemental

Contract Security from another source so that the aggregate of all Contract Security is equal to three months' estimated rentals, fees, and charges payable by AIRLINE pursuant to this Article 5.

In addition to the foregoing, upon the occurrence of any AIRLINE act or omission that is an event enumerated in Section 11.01, or upon AIRLINE's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, COUNTY, by written notice to AIRLINE given at any time within ninety (90) days of the date such event becomes known to COUNTY, may impose or reimpose the requirements of this Section on AIRLINE. In such event, AIRLINE shall provide COUNTY with the required Contract Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration of a period of twelve (12) consecutive months during which AIRLINE commits no additional event enumerated in Section 11.01 or the termination of bankruptcy proceedings, whichever is later.

If AIRLINE shall fail to obtain and/or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Section 11.01. COUNTY'S rights under this Section 5.07 shall be in addition to all other rights and remedies provided to COUNTY under this Agreement.

AIRLINE and COUNTY agree that this Agreement constitutes an 'executory contract' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Furthermore, AIRLINE and COUNTY agree that any Contract Security provided by AIRLINE are not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third party providing it (subject to COUNTY's ability to draw against the Contract Security) and that all PFCs collected by AIRLINE with respect to Enplaned Passengers at the Airport, are property of COUNTY.

5.08 No Further Charges.

Except as provided in this Agreement, or as may be permitted by any governmental entity (other than COUNTY, acting within its proprietary capacity) having jurisdiction over the Airport, no further rentals, fees, or charges shall be charged against or collected from AIRLINE, its passengers, its shippers and receivers of freight, its suppliers of material, its contractors or furnisher of services, by COUNTY, acting in its capacity as Airport proprietor, for the premises, facilities, rights, licenses, and privileges granted to AIRLINE herein.

Article 6. CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

6.01 Annual Rate Changes.

No later than sixty (60) days prior to the end of each Fiscal Year, COUNTY shall, in writing, notify AIRLINE of the proposed Annual Rates and Charges Sheet for the ensuing Fiscal Year. Said rates shall be determined and presented to AIRLINE in conformance with the methods and format set forth in Exhibit E, attached hereto.

The Signatory Airlines through the AAC shall have the right to review and comment upon the proposed operating and capital budget and proposed Annual Rates and Charges Sheet. No later than thirty (30) days after the forwarding of the proposed schedule of rates for rentals, fees, and charges, and at the request of one or more of the Signatory Airlines, COUNTY agrees to meet with the AAC at a mutually convenient time for the purpose of discussing such rentals, fees, and charges. In advance of said meeting, COUNTY shall make available to the AAC any reasonably requested additional information relating to the determination of the proposed rates. COUNTY agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing its schedule of rates for rentals, fees, and charges for the ensuing Fiscal Year.

Following said meeting, but prior to the end of the then current Fiscal Year, COUNTY shall notify AIRLINE in writing of the Rates for rentals, fees, and charges to be established for the ensuing Fiscal Year, which notifications shall include AIRLINE's monthly fixed costs.

If calculation of the new rates for rentals, fees, and charges is not completed by COUNTY or not given on or prior to the end of the then current Fiscal Year, the rates for rentals, fees, and charges then in effect shall continue to be paid by AIRLINE until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, COUNTY shall determine the difference(s), if any, between the actual rentals, fees, and charges paid by AIRLINE to date for the then current Fiscal Year and the rates for rentals, fees, and charges that would have been paid by AIRLINE if said rates had been in effect beginning on the first day of the Fiscal Year. Said differences shall be applied to the particular rentals, fees, or charges for which a difference(s) in rates resulted in an overpayment or underpayment, and shall be remitted by AIRLINE or credited or refunded by COUNTY in the month immediately following the calculation of the new Fiscal Year rates and the giving of written notice to AIRLINE by COUNTY. COUNTY shall use its best efforts to finalize its budget on a timely basis.

6.02 Other Rate Changes.

Rates for rentals, fees, and charges may be changed if unaudited monthly COUNTY financial data indicates that total rentals, fees, and charges payable pursuant to the then current rate schedules are reasonably estimated and anticipated by COUNTY to increase or decrease by more than ten percent (10%) from the total rentals, fees, and charges that would be payable based upon the use of the monthly financial data then available for said Fiscal Year. The COUNTY will provide an analysis, along with supporting documentation, to AIRLINE prior to the effective date of the increase in rentals, fees, and charges.

6.03 Incorporation of Exhibit E.

Adjustments to rates for rentals, fees, and charges but not the methodology of calculating them shall apply without the necessity of formal amendment of this Agreement. Upon each adjustment pursuant to this Article 6, a revised Exhibit E, showing the calculation of adjusted rates for rentals, fees, and charges, shall be prepared by COUNTY and transmitted to AIRLINE. Said exhibit shall then be deemed part of this Agreement without formal amendment thereto.

6.04 Settlement.

Within one hundred eighty (180) days following the close of each Fiscal Year, or as soon as audited financial data for said Fiscal Year is available, rates for Landing Fees and Terminal Rentals described in Sections 5.02 and 5.03 for the preceding Fiscal Year shall be recalculated using audited financial data and the methods set forth in this Agreement. Upon the determination of any difference(s) between the actual Landing Fees and Terminal Rentals described in Sections 5.02 and 5.03 paid by Signatory Airlines (including Affiliated Airlines) during the preceding Fiscal Year and the Landing Fees and Terminal Rentals described in Sections 5.02 and 5.03 that would have been paid by Signatory Airlines (including Affiliated Airlines) using said recalculated rates, COUNTY shall, in the event of overpayment, promptly refund to AIRLINE the amount of such overpayment reduced by any accounts receivable greater than sixty (60) days due COUNTY within thirty (30) days, and in the event of underpayment, invoice AIRLINE for the amount of such underpayment. Said invoiced amount shall be due within thirty (30) days of the invoice mailing date.

6.05 COUNTY Covenants.

COUNTY covenants that for purposes of assigning and allocating costs, it shall utilize generally accepted accounting practices utilized for airports operating as an enterprise fund, and include only those charges properly attributable to the Airport.

COUNTY shall operate the Airport in a manner so as to produce revenue from concessionaires, tenants, and other users of the Airport of a nature and amount which would be produced by a reasonably prudent operator of an Airport of substantially similar size, use, and activity, with due regard for the interests of the public, tenants and other users, subject to existing leases.

COUNTY, to the extent authorized by the laws governing COUNTY along with all applicable tax laws, will use its best efforts to use all available grants-in-aid (federal or otherwise) and tax-exempt sources for financing the Airport and modifications and alterations thereto.

All rates and charges shall be at reasonable and non-discriminatory rates based on COUNTY's cost, as defined in this Agreement, of the facility or service provided to and used by AIRLINE.

Indirect and general administrative costs shall be allocated in a reasonable, transparent cost allocation formula calculated consistently for all Cost Centers.

Article 7. OPERATION AND MAINTENANCE OF AIRPORT

7.01 General.

COUNTY agrees that it will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate with adequate, efficient and qualified personnel and keep the Airport in good repair including, without limitation, the Terminal Building, boarding bridges, Terminal Aircraft Apron and Airfield, and all appurtenances, facilities, and services now or hereafter connected therewith as the same relate to AIRLINE's Air Transportation Business; will keep the Airport and its aerial approaches free from obstruction and interference for the safe and proper use thereof by AIRLINE; and will develop, maintain, and operate the Airport in all respects in a manner at least equal to the standards or rating established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the control of COUNTY. In addition to the obligations of AIRLINE and COUNTY set forth in this Article 7, responsibilities for maintenance, cleaning, and operation of the Airport shall be as set forth in Exhibit D, attached hereto and made a part hereof.

7.02 Terminal Building.

COUNTY shall operate and maintain and keep in good condition and repair the Terminal Building, baggage handling system(s), ticket counter shells, boarding bridges, and all additions, improvements, facilities, and other equipment now or hereafter provided by COUNTY at or in connection with the Terminal Building, except any improvements, facilities, and equipment constructed or installed by AIRLINE. COUNTY agrees in the event that an assigned boarding bridge becomes inoperable during the Term of this Agreement, and COUNTY is unable to repair it within a reasonable amount of time, COUNTY will replace such boarding bridge at its own cost, or reassign the Gate with such inoperable boarding bridge in accordance with Section 4.02.

COUNTY shall at all times maintain the public area of the Terminal Building in a neat, orderly, sanitary, and presentable condition, and shall keep such area adequately supplied, equipped (including directional signs), furnished, and decorated.

COUNTY shall supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, electrical power, ventilation, heat, water, and sewerage facilities for Terminal Building Public Space, AIRLINE's Exclusive and Preferential Use Premises, Common Use Premises, and Joint Use Premises; adequate illumination in Public Space, Common Use Premises; and Joint Use Premises; and janitorial service in Terminal Building Public Space, Common Use Premises, and Joint Use Premises.

AIRLINE shall at all times keep its Exclusive and Preferential Use Premises neat, orderly, sanitary, and presentable. AIRLINE shall pay for its use of all electric power and shall be responsible for re-lamping its Exclusive and Preferential Use Premises. AIRLINE shall furnish its own janitorial service for such Exclusive and Preferential Use Premises and shall cause to be removed at AIRLINE's own expense from such Exclusive and Preferential Use Premises all waste, garbage, and rubbish, and agrees not to deposit the same on any part of the Airport, except where designated by COUNTY in connection with collection for removal. AIRLINE shall, at its own expense, transport all refuse from temporary storage to designated depositories at locations on the Airport as established by COUNTY.

AIRLINE shall maintain the Terminal Aircraft Apron and such other apron areas used by AIRLINE from time-to-time in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, suppliers or contractors, and remove all oil and grease spillage, as is reasonably possible, that is attributable to AIRLINE's aircraft or equipment from its aircraft parking positions.

AIRLINE shall perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and repair of all facilities, personal property, trade fixtures, interior doors and windows, wall and floor coverings, AIRLINE-owned ticket counter inserts, and equipment located in its Exclusive and Preferential Use Premises, excluding structural and roof repairs and all other items which are explicitly the responsibility of COUNTY, as set forth in Exhibit D.

7.03 COUNTY's Right to Inspect and Make Repairs.

COUNTY, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (upon prior notice and at such times as may be reasonable under the circumstances and with as little interruption of AIRLINE's operations as is reasonably practicable) to enter upon the AIRLINE's Exclusive and Preferential Use Premises, accompanied by an authorized AIRLINE representative, if practicable, for the following purposes:

COUNTY shall have the right, but not the obligation, to inspect such space to determine whether AIRLINE has complied and is in compliance with the terms and conditions of this Agreement. Such inspections shall not constitute an inspection for safety, fire protection or security purposes. Upon thirty (30) consecutive calendar days' notice, to perform such maintenance, cleaning, or repair as COUNTY reasonably deems necessary, if AIRLINE fails to perform its obligations under this Article 7. COUNTY shall be entitled to recover the reasonable cost of such maintenance, cleaning, or repair from AIRLINE, plus a fifteen percent (15%) administrative charge for the cost of such maintenance from AIRLINE on the next rent date.

7.04 Snow Removal

The COUNTY shall be responsible for the removal of ice and snow from the Airfield in accordance with 14 CFR Part 139 and consistent with the standard of a reasonable airport operator under similar circumstances and in light of equipment and personnel reasonably available to the COUNTY.

AIRLINE agrees to remove ice and snow from (a) an area measuring ten (10) feet from the nose, tail, and wings, around each AIRLINE aircraft and (b) an area designated by the Airport Director for housing airline's ground handling equipment taking into account the equipment and personnel reasonably available to the AIRLINE. AIRLINE shall indemnify and hold the COUNTY harmless from any and all claims arising out of AIRLINE's failure to clear ice and snow as provided herein. AIRLINE assumes full responsibility for the safety of its employees, contractors, agents, and passengers moving between Gates and its own aircraft, regardless of weather conditions.

7.05 Alterations and Improvements.

AIRLINE shall make no alterations, additions, improvements to, or installations on Airline's Premises under this Agreement without the prior written approval of Airport Director; provided that such approval shall not be unreasonably withheld, conditioned or delayed. Plans and specifications for such work shall be filed with and subject to the approval of the Airport Director and all work shall be done in accordance with local ordinances and state law. Subject to Section 4.05, all alterations and improvements to Airline's Premises inclusive of outbound baggage system and ticket counter shall become part of the realty and title shall vest with COUNTY upon completion of the installation or construction of such alterations and/or improvements. Removal of trade fixtures shall be allowed only pursuant to Section 4.05. AIRLINE shall be solely responsible for payment for all leasehold improvements made by AIRLINE.

7.06 Debts, Liens, Mortgages.

AIRLINE shall pay promptly when due, all bills, debts and obligations incurred by AIRLINE in connection with its operations or activities on the Airport, and shall not permit the same to become delinquent. AIRLINE shall not permit any mechanics' or materialmen's or any other lien to be attached to or be foreclosed upon Airline's Premises or improvements thereto. AIRLINE shall suffer no lien, mortgage, judgment or execution to be filed and remain undischarged against Airline's Premises or improvements thereon.

Article 8. DAMAGE OR DESTRUCTION OF AIRLINE'S PREMISES

8.01 Minor Damage.

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render any portion of Airline Premises untenantable as reasonably determined by COUNTY, the same shall be repaired to usable condition with due diligence by COUNTY as hereinafter provided. No abatement of rentals shall accrue to AIRLINE so long as all Airline Premises remain tenantable.

8.02 Substantial Damage.

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Airline Premises untenantable but capable of being repaired within a reasonable period of time, as reasonably determined by COUNTY, the same shall be repaired to usable condition with due diligence by COUNTY as hereinafter provided. If such repairs have not been completed by COUNTY within one hundred eighty (180) days of such damage, AIRLINE shall have the option to terminate its agreement related to those facilities so damaged. In such case, the rentals payable hereunder with respect to AIRLINE's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenantable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for AIRLINE's use. COUNTY shall use its best efforts to provide AIRLINE with alternate facilities acceptable to AIRLINE to continue its operation while repairs are being completed, at a rental rate not to exceed that provided for in this Agreement for comparable space; provided that Airline's rental fees shall in no event increase as a result of increased square footage unless Airline requests additional space.

8.03 Destruction.

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Airline Premises not economically feasible to repair, as reasonably determined by COUNTY, COUNTY shall notify AIRLINE within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, COUNTY shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and

thereafter shall abate until such time as replacement or reconstructed space becomes available for use by AIRLINE.

In the event COUNTY elects to reconstruct or replace affected Airline Premises, COUNTY and AIRLINE will coordinate and agree on a reasonable schedule for reconstruction or replacement. COUNTY shall use its best efforts to provide AIRLINE with alternate facilities reasonably acceptable to AIRLINE to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for comparable space; provided that AIRLINE's rental fees shall in no event increase as a result of increased square footage unless AIRLINE requests additional space; provided, further, however, once reconstruction is completed, AIRLINE's rental fees shall be based on the actual square footage of AIRLINE's permanent Airline Premises.

In the event COUNTY elects to not reconstruct or replace affected Airline Premises, the agreement for the affected premises shall be terminated, and COUNTY shall meet and consult with AIRLINE on ways and means to permanently provide AIRLINE with adequate replacement space for affected Airline Premises. In such event, COUNTY agrees to amend this Agreement to reflect related additions and deletions to Airline Premises. If AIRLINE and COUNTY are unable to reach an agreement on providing adequate replacement space to AIRLINE, and the remaining tenantable portion of Airline Premises is not sufficient to permit AIRLINE to maintain its current operations at the Airport, AIRLINE may terminate this entire Agreement upon at least sixty (60) days' advance written notice given after receipt by AIRLINE of COUNTY's notice of termination of the Agreement as to the damaged facilities.

8.04 Damage Caused By AIRLINE.

Notwithstanding the provisions of this Article 8, in the event that due to the negligence or willful act or omission of AIRLINE, its employees, its agents, or licensees, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that insurance does not apply, coverage is denied, or the costs of repairs shall exceed the amount of any insurance proceeds paid to COUNTY by reason of such damage or destruction caused by the negligence or willful misconduct of AIRLINE, its employees, agents, or licensees, AIRLINE shall be responsible for and pay to COUNTY the amount of COUNTY's out-of-pocket cost to repair or rebuild the Airline Premises to substantially the same condition that existed at the date of damage or destruction.

8.05 COUNTY's Responsibilities.

COUNTY shall maintain adequate, reasonable and customary levels of insurance with no less restrictive coverage than that provided by standard extended coverage endorsements on the "all risk" form, for the full replacement costs of the Airport improvements, as determined from time-to-time by the COUNTY's insurance consultant; provided, however, that COUNTY's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article 8 shall in any event be limited to restoring affected Airline Premises to substantially the same condition that existed at the date of damage or destruction, including any subsequent improvements made by COUNTY, and shall further be limited to the extent of insurance proceeds and other funds available to COUNTY for such repair, reconstruction, or replacement; provided further that COUNTY shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items installed and/or owned by AIRLINE in accordance with this Agreement, unless such damage is caused by the negligence or willful act or omission of COUNTY, its officials, agents, contractors or employees acting within the course or scope of their employment, or by any other party hired, retained, or appointed by the COUNTY.

Article 9. **INSURANCE AND INDEMNIFICATION**

9.01 Indemnification.

Except where, and to the extent, it is caused by the negligence or willful misconduct of COUNTY, or of any party employed, retained or appointed by COUNTY, including but not limited to COUNTY's agents, employees, contractors, officers and elected officials, AIRLINE and its Affiliated Airlines agree to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees, and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees and costs, as well as fees and costs of consultants and experts reasonably and actually incurred in connection with the indemnified incident) and causes of action of every kind and character, whether or not meritorious, by reason of any damage to property, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or in connection with AIRLINE's or any Affiliated Airline's performance of any obligation under this Agreement, AIRLINE's or any Affiliated Airline's, officers, employees, agents, licensees, or contractors of AIRLINE's use or occupancy of the Airline Premises, AIRLINE's or any Affiliated Airline's compliance with Title 49 CFR, Part 1542 requirements, AIRLINE's or any Affiliated Airline's negligent acts, omissions or operations hereunder or the performance, non-performance of AIRLINE hereunder or any breach of the terms of this Agreement by AIRLINE. Except where, and to the extent, it is caused by the negligence or willful misconduct of COUNTY, or of any party employed, retained or appointed by COUNTY, including but not limited to COUNTY's agents, employees, contractors, officers and elected officials, AIRLINE shall indemnify, save, hold harmless, reimburse and defend COUNTY, its officers, directors, employees and agents, its successors and assigns, individually or collectively, from and against any and all actions, all reasonable expenses, and any fines to the extent same arise from or directly result from the violation of any federal, state, or municipal laws, statutes, ordinances, or regulations, by AIRLINE, its officers, directors, agents, employees, licensees, successors and assigns. Provided, however, that upon the filing by anyone of a claim with the COUNTY for damages arising out of incidents for which AIRLINE herein agrees to indemnify and hold the COUNTY harmless, the COUNTY shall promptly notify AIRLINE of such claim and, in the event that AIRLINE does not settle or compromise such claim, then AIRLINE shall undertake the legal defense, with legal counsel reasonably approved by the COUNTY, of such claim both on behalf of AIRLINE and on behalf of the COUNTY. It is specifically agreed, however, that the COUNTY, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against the COUNTY for any cause for which COUNTY provided the required notice and for which AIRLINE is liable hereunder shall be conclusive against AIRLINE as

to liability and amount upon the expiration of the time for appeal there from. AIRLINE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by COUNTY in support of this indemnification in accordance with laws of the State of Colorado. To the extent permitted by law, COUNTY shall indemnify, save, hold harmless, and defend AIRLINE, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from COUNTY's failure to perform its obligations under this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AIRLINE, its officers, employees or agents. This clause shall survive the termination of this Agreement as to claims arising during the Term thereof. Compliance with the insurance requirements of this Article 9 shall not relieve AIRLINE of its liability or obligation to indemnify COUNTY as set forth in this Article 9.

9.02 Insurance.

During the Term of this Agreement, AIRLINE shall provide, pay for and maintain with companies, reasonably satisfactory to COUNTY, the types of insurance described herein. All insurance shall be written with insurance carriers authorized to do business in the state of Colorado.

The insurance coverage and limits required shall be evidenced by providing COUNTY with properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. The required policies of insurance shall be construed in accordance with the laws of the State of Colorado.

If at any time COUNTY requests a written statement as to any impairments to the aggregate limit, AIRLINE shall promptly authorize and have delivered such statement to COUNTY. AIRLINE authorizes COUNTY and its insurance consultant to confirm with AIRLINE's insurance agents, and brokers all information furnished COUNTY, as to its compliance with its insurance requirements.

All required liability insurance coverages of AIRLINE shall be primary and non-contributory to any insurance or self-insurance program of COUNTY.

The acceptance of delivery to COUNTY of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance

by COUNTY that the insurance requirements in this Agreement have been met.

No operations shall commence at the Airport unless and until the required insurance is in effect and the required certificates (s) of insurance has been approved by COUNTY.

The insurance coverages and limits required of AIRLINE and its Affiliated Airlines under this Agreement are designed to meet the minimum requirements of COUNTY. They are not designed as a recommended insurance program for AIRLINE. AIRLINE is responsible for insuring its real and personal property located at the Airport. AIRLINE, alone, shall be responsible for the sufficiency of its own insurance program and its Affiliated Airlines' programs. Should AIRLINE have any question concerning its exposures to loss under this Agreement, or the possible insurance coverages needed therefore, it should seek professional advice.

AIRLINE and COUNTY understand and agree that the minimum limits of the insurance herein required may from time-to-time become inadequate, and AIRLINE agrees that it will increase such minimum limits as reasonably required by COUNTY upon receipt of written notice. AIRLINE shall furnish COUNTY, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing such insurance is in force for itself and its Affiliated Airlines.

AIRLINE's insurance companies or its authorized representative shall give COUNTY thirty (30) days prior written notice by regular mail of any cancellation, intent not to renew in any policy's coverage, except in the application of the Aggregate Limits Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have it reinstated. Said notices shall be sent to the addresses indicated in Section 15.19 of this Agreement.

Certificates of Insurance must be provided to COUNTY as soon as practical but no later than 30 days after coverage is effective but in every instance proof of insurance must be provided prior to commencement of operations by AIRLINE and its Affiliated Airlines and prior to expiration of current coverages. To the extent permitted by law, COUNTY shall be named an additional insured on a primary and non-contributory basis. The wording of all policies, forms and endorsements must be reasonably acceptable to the COUNTY.

Should at any time AIRLINE not, in the opinion of COUNTY's insurance consultant, provide or maintain the insurance coverages required in this Agreement, COUNTY may terminate or suspend this Agreement.

The amounts and types of insurance shall conform to the following minimum requirements.

A. Workers Compensation and Employer's Liability Insurance shall be maintained in force by AIRLINE during the Term of this Agreement for all employees engaged in the operations under this Agreement in accordance with the State of Colorado.

B. Disability Benefits Insurance shall be maintained by AIRLINE during the Term of this Agreement engaged in operations under this Agreement in accordance with the State of Colorado.

Any termination of workers' compensation or disability benefits insurance coverage by AIRLINE or any cancellation or non-renewal of workers' compensation or disability benefits insurance coverage for the AIRLINE shall be a material breach of this contract. The policy must be endorsed to include a waiver of subrogation in favor of the COUNTY.

C. Aviation Liability Insurance shall be maintained by AIRLINE for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and completed Operations Coverage and shall not exclude the (XCU) Explosion, Collapse and Underground Property Damage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Completed Operations Coverage shall be maintained for a period of not less than two (2) years following final operations of AIRLINE under this Agreement. The limits of coverage shall not be less than:

<u>Airlines Operating Aircraft with fifty (50) or more seats:</u>

Bodily & Personal Injury	$250,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate
	$25,000,000 Aggregate sublimit for personal injury to non-passengers

Airlines Operating Aircraft with less than fifty (50) seats:

Bodily & Personal Injury	$25,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate

D. Aircraft Liability Insurance shall be maintained by AIRLINE during the Term of this Agreement for all owned, non-owned, leased or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury	$100,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate
	$25,000,000 Aggregate sublimit for personal injury to non-passengers

E. Business Automobile Liability Insurance shall be maintained by AIRLINE during the Term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased or hired licensed vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury	$5,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate

F. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability and the Business Automobile Liability Policy. The limits of coverage, except for Business Automobile Liability, shall not be less than:

Umbrella or Excess Liability Policy	$100,000,000 Combined Single Limit Each Occurrence & Aggregate-Specific for this Agreement
	$200,000,000 Combined Single Limit Each Occurrence & Aggregate-Not Specific for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury	$10,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate

G. Terrorism/War coverage with a $25,000,000 limit

Article 10. TRANSFER OF AIRLINE'S PREMISES BY ASSIGNMENT OR SUBLETTING

10.01 General.

AIRLINE, except to assign, license or sublet to Affiliated Airline (or except as otherwise provided in Section 10.02), shall not assign, transfer, convey, sell, mortgage, pledge or encumber (hereinafter collectively referred to as "assignment") or sublet Airline's Premises without the advance written approval of COUNTY, which approval shall not be unreasonably withheld, conditioned or delayed. If AIRLINE fails to obtain advance written approval of any such assignment or sublease, COUNTY, in addition to the rights and remedies set forth in Article 11 shall have the right to refuse to recognize such agreement, and the assignee or sublessee shall acquire no interest in this Agreement or any rights to use Airline's Premises.

10.02 COUNTY Approval of Assignments.

Notwithstanding anything to the contrary contained in this Article 10, AIRLINE shall be permitted, without COUNTY's consent or approval, to assign, in whole or in part, this Agreement and AIRLINE's rights and obligations hereunder to a parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets if such parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets continues, after such assignment, to conduct an air transportation business at the Airport and assumes all rights and obligations consistent with the provisions of this Agreement. Written notice of such assumption shall be provided by the parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets thirty (30) consecutive calendar days after the effective date of such assignment.

10.03 COUNTY Approval of Subleases.

It shall not be unreasonable for COUNTY to disapprove or condition a sublease of Airline's Premises under any or all of the following circumstances, among others:

If the sublessee is an Air Transportation Company other than an Affiliated Airline who is not, and is not willing to become, a Signatory Airline.

If a Signatory Airline is, in the determination of COUNTY, in need of Airline's Premises proposed to be subleased (where COUNTY's consent is otherwise required); provided, however, that such Signatory Airline is willing to take such Airline's Premises on substantially the same terms and conditions as proposed in the sublease and is willing to (i) provide AIRLINE with a reasonable security

deposit not to exceed one month's rentals, fees, and charges and (ii) otherwise enter into a sublease agreement with Airline in form and substance reasonably acceptable to Airline.

10.04 Reasons for Disapproval Not Comprehensive.

The circumstances under which COUNTY may determine to disapprove or condition assignments and subleases set forth in this Article 10 are not intended to be a comprehensive list of all those which COUNTY may impose under this Article 10.

10.05 Method of Obtaining Approval.

AIRLINE, when requesting an approval of an assignment or sublease required under this Article 10, shall include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any proposed agreement or detailed summary thereof shall provide the following information: (1) Airline's Premises to be assigned or sublet; (2) the terms; (3) if a sublease, the rentals and fees to be charged; and (4) all material terms and conditions of the assignment or sublease COUNTY may reasonably require. If approved, AIRLINE shall submit a fully executed copy of such agreement to COUNTY within thirty (30) consecutive calendar days of its execution.

10.06 Administrative Charge.

In the event AIRLINE is authorized by COUNTY to sublease any portion of Airline's Premises, AIRLINE may charge such sublessee, in addition to a reasonable charge for any services and AIRLINE-owned property provided by AIRLINE or actual costs other than rental costs incurred by AIRLINE, reasonable rentals not to exceed one hundred fifteen percent (115%) of AIRLINE's rental for such portion of Airline's Premises.

10.07 AIRLINE to Remain Liable.

AIRLINE shall remain fully and primarily liable during the Term of this Agreement for the payment of all of the rental due and payable to COUNTY for the Airline's Premises that are subject to a sublease under this Article 10, and fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to by COUNTY.

10.08 COUNTY Determination of Type of Agreement.

COUNTY shall have the right to examine the terms of any agreement or arrangement submitted to it for approval pursuant to this Article 10 and determine whether such agreement or arrangement is most appropriately characterized as an assignment or sublease, regardless of AIRLINE's characterization of such agreement or arrangement.

Article 11. **CANCELLATION BY COUNTY**

11.01 Events of Default

The events described below shall be deemed events of default by AIRLINE hereunder:

A. Upon the occurrence of any one of the following events of default, COUNTY shall give thirty (30) days' written notice of the default and an opportunity to cure such default:

(1) The conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between COUNTY and AIRLINE, and said business or acts do not cease within thirty (30) days of receipt of COUNTY's written notice to cease said business or acts.

(2) The failure to cure a default in the performance of any material terms, covenants, and conditions required herein (except Contract Security requirements, insurance requirements, and payment of rentals, fees, and charges, all as provided for in Section 11.01(B)) within thirty (30) days of receipt of written notice by COUNTY to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by AIRLINE of written demand from COUNTY to do so, AIRLINE fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. AIRLINE shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time.

(3) The failure by AIRLINE to remit PFCs in accordance with Section 15.02.

B. Upon the occurrence of any one of the following events of default, COUNTY may immediately issue written notice of default.

(1) The failure by AIRLINE to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of COUNTY's written notice of payments past due. Provided, however, if a dispute arises between COUNTY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to COUNTY, payments under protest by AIRLINE of the

amount due shall not waive any of AIRLINE's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then COUNTY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lesser of one and one-half percent (1-1/2%) per month or the maximum permitted by law.

(2) The failure by AIRLINE to provide and keep in force Contract Security in accordance with Section 5.07.

(3) The failure by AIRLINE to provide and keep in force insurance coverage in accordance with Article 9.

(4) The appointment of a trustee, custodian, or receiver of all or a majority portion of AIRLINE's assets and such trustee, custodian or receiver is not discharged within a period of sixty (60) days after his/her appointment.

(5) The divestiture of AIRLINE's estate herein by operation of law, by dissolution, or by liquidation, (not including a merger or sale of assets).

(6) The insolvency of AIRLINE; or if AIRLINE shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by AIRLINE of a voluntary petition of bankruptcy or the institution of proceedings against AIRLINE for the adjudication of AIRLINE as a bankrupt pursuant thereto if, in the case of proceedings against AIRLINE, such proceedings are not dismissed before adjudication of AIRLINE as a bankrupt or other approval for a plan of reorganization.

(7) The abandonment by AIRLINE of the Airline Premises, or its conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) consecutive days will be considered abandonment.

11.02 Continuing Responsibilities of AIRLINE.

Notwithstanding the occurrence of any event of default, AIRLINE shall remain liable to COUNTY for all rentals, fees, and charges payable hereunder and for all preceding breaches by AIRLINE

of any covenant of this Agreement. Furthermore, unless COUNTY elects to cancel this Agreement, AIRLINE shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder, as set forth in Article 5, until termination of this Agreement or until this Agreement is canceled by AIRLINE pursuant to Article 12.

11.03 COUNTY's Remedies.

Upon the occurrence of any event enumerated in Sections 11.01A, or 11.01B, including applicable notice and cure periods, the following remedies shall be available to COUNTY:

COUNTY may exercise any remedy provided by law or in equity, including but not limited to the remedies hereinafter specified.

COUNTY may cancel this Agreement, effective upon the date specified in the notice of cancellation. For events enumerated in Section 11.01A, such date shall be not less than thirty (30) days from said notice. Upon such date, COUNTY shall have the right to take immediate possession of AIRLINE's Airline Premises.

COUNTY may reenter the Airline Premises and may remove all AIRLINE persons and property from same upon the date of reentry specified in COUNTY's written notice of reentry to AIRLINE. For events enumerated in Section 11.01A, reentry shall be not less than thirty (30) days from the date of notice of reentry. Upon any removal of AIRLINE property by COUNTY hereunder, AIRLINE property may be stored at a public warehouse or elsewhere at AIRLINE's sole cost and expense.

COUNTY may relet Airline Premises and any improvements thereon or any part thereof at such rentals, fees, and charges and upon such other terms and conditions as COUNTY, in its sole discretion, may deem advisable, with the right to make alterations, repairs of improvements on said Airline Premises. In reletting the Airline Premises, COUNTY shall be obligated to make a good faith effort to obtain terms comparable to those contained herein and otherwise seek to mitigate any damages it may suffer as a result of AIRLINE's event of default.

In the event that COUNTY relets Airline Premises, rentals, fees, and charges received by COUNTY from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees, and charges due hereunder from AIRLINE to COUNTY; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by COUNTY and applied in payment of future rentals, fees, and charges as the

same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges as would have been payable during applicable periods by AIRLINE hereunder, then AIRLINE shall pay such deficiency to COUNTY. AIRLINE shall also pay to COUNTY, as soon as ascertained, any reasonable costs and expenses incurred by COUNTY in such reletting not covered by the rentals, fees, and charges received from such reletting.

No reentry or reletting of Airline Premises by COUNTY shall be construed as an election on COUNTY'S part to cancel this Agreement unless a written notice of cancellation is given to AIRLINE.

AIRLINE shall pay to COUNTY all other reasonable costs actually incurred by COUNTY in the exercise of any remedy in this Article 11, including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees.

11.04 Remedies Under Federal Bankruptcy Laws.

Notwithstanding the foregoing, upon the filing by AIRLINE of any proceeding under Federal bankruptcy laws, if AIRLINE has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, COUNTY shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to AIRLINE within sixty (60) days from the date of AIRLINE's initial filing in bankruptcy court.

Article 12. CANCELLATION BY AIRLINE

12.01 Events of Default.

The events described below shall be deemed events of default by COUNTY hereunder:

COUNTY fails to keep, perform, or observe any material term, covenant, or condition herein contained, to be kept, performed, or observed by COUNTY and such failure continues for thirty (30) days after receipt of written notice from AIRLINE; or, if by its nature such default cannot be cured within such thirty (30) day period, COUNTY shall not commence to cure or remove such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. COUNTY shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time.

Airport is closed to flights in general or to the flights of AIRLINE, for reasons other than those circumstances within AIRLINE's control, and Airport fails to be reopened to such flights within forty-five (45) consecutive days from such closure.

The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control, or use of the Airport in such a manner as to substantially restrict AIRLINE from conducting its operations, if such restriction be continued for a period of forty-five (45) consecutive days or more.

12.02 AIRLINE's Remedy.

So long as AIRLINE is not in default as set forth in Section 11.01 of this Agreement, including but not limited to payments due to COUNTY hereunder, AIRLINE may cancel this Agreement upon the occurrence of an event of default, as set forth in Section 12.01. In such event, AIRLINE shall serve thirty (30) days' advance written notice of cancellation to COUNTY. All rentals, fees, and charges payable by AIRLINE shall cease as of the date of such event of default by COUNTY and AIRLINE shall surrender the Airline Premises in accordance with Section 4.05 hereof on the date of cancellation.

Article 13. **GOVERNMENT INCLUSION**

13.01 Government Agreements.

This Agreement shall be subordinate to the provisions of any existing or future agreements between COUNTY and the United States Government or State of Colorado, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental entity of other civil airports receiving such funds. COUNTY agrees to provide AIRLINE written advance notice of any provisions that would adversely modify the material terms of this Agreement.

Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. §41713), of any state or local law or ordinance, or the Airport Rules and Regulations or the Operating Directives described in Section 15.07.

13.02 Federal Government's Emergency Clause.

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

13.03 Civil Rights and Nondiscrimination.

A. In the conduct of AIRLINE'S Air Transportation Business at the Airport, AIRLINE agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI, List of Pertinent Nondiscrimination Acts and Authorities, to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted by AIRLINE with respect to its Air Transportation Business at the Airport. Should COUNTY agree to AIRLINE request to transfer its obligation under this Agreement to another Air Transportation Company, the transferee is obligated in the same manner as AIRLINE. This provision obligates

AIRLINE for the period during which the Airport is used or possessed by AIRLINE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. During the performance of this Agreement, AIRLINE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252);

(2) 49 CFR part 21;

(3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601;

(4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) as amended, and 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*);

(6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended;

(7) The Civil Rights Restoration Act of 1987 (PL 100-259);

(8) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;

(9) The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123;

(10) Low-Income Populations;

(11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP).; and

(12) Title IX of the Education Amendments of 1972, as amended,

C. AIRLINE, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the conduct of its Air Transportation Business at the Airport, that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that AIRLINE will use the Airport in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Agreement and to enter or re-enter and repossess said Leased Premises of Airline, and hold the same as if the Agreement had never been made or issued.

D. During the performance of this Agreement, AIRLINE for itself, its assignees, and successors in interest, agrees as follows:

(1) Compliance with Regulations: AIRLINE will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: AIRLINE, with regard to the conduct of its Air Transportation Business at the Airport, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. AIRLINE will further not participate directly or indirectly in discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices as set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by AIRLINE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by AIRLINE of contractor's obligations under this Agreement and the

Nondiscrimination Acts and Authorities.

(4) Information and Reports: A I R L I N E shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, AIRLINE will so certify to the County or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of AIRLINE noncompliance with the non-discrimination provisions of this Agreement, the County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.

(6) Incorporation of Provisions: AIRLINE will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. AIRLINE will take action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if AIRLINE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, AIRLINE may request the County to enter into any litigation to protect the interests of the County. In addition, AIRLINE may request the United States to enter into the litigation to protect the interests of the United States.

13.04 Security.

AIRLINE shall not bring or operate any vehicle or motorized equipment into or within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Agreement, as well as the Airport Driver Training Program and the Airport's Security Program. When operating within any air operations area, AIRLINE shall cause its vehicles and equipment to move directly to and from the entrance gate or Airline Premises and the aircraft, and shall not enter or move about in any other non-movement area. AIRLINE, its officers, employees, agents, and those under its control, shall comply with security measures required of AIRLINE or COUNTY by the FAA, TSA,

U. S. Department of Transportation, or contained in any Airport master security plan approved by the FAA or TSA to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 respective to AIRLINE's Exclusive and Preferential Use Premises. If AIRLINE, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against COUNTY, then AIRLINE shall be responsible and shall reimburse COUNTY in the full amount of any such monetary penalty or other damages, including reasonable attorney's fees and other actually incurred costs to defend COUNTY against such claims.

Notwithstanding the foregoing, AIRLINE in good faith may contest any such monetary penalty, other damages or the basis thereof; provided, however, that AIRLINE may not permit such monetary penalty or other damages to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to COUNTY, such action will not adversely affect any right or interest of COUNTY and is not in violation of any applicable law or ordinance. COUNTY shall promptly notify AIRLINE of any such monetary penalty, other damages and the basis thereof in order to allow AIRLINE an opportunity to contest or appeal same. If COUNTY takes any action or fails to take any action that materially impairs AIRLINE's ability to contest or otherwise appeal such monetary penalty or other damages, in accordance with applicable law, COUNTY shall be deemed to have waived its rights to reimbursement as herein provided.

Article 14. **ENVIRONMENTAL**

14.01 General Conditions.

Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of AIRLINE, AIRLINE hereby agrees to the following, in connection with AIRLINE's operations at the Airport:

A. AIRLINE shall comply with all local, state, and federal laws, statutes, ordinances, rules, regulations, and orders, concerning or relating to public health and safety, worker/occupational health and safety, and pollution or protection of the environment, including, but not limited to, the Clean Water Act, 33 U.S.C. Section 1251, et seq., the, Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and the Comprehensive Environmental Response; Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; as amended ("Applicable Environmental Laws").

B. AIRLINE agrees to notify COUNTY of, and promptly begin to mitigate any environmental conditions occurring as a result of non-compliance with any Applicable Environmental Law by AIRLINE, its employees, licensees, or contractors and AIRLINE agrees to promptly initiate investigation and remediation of any such condition, to the extent required under Applicable Environmental Law, AIRLINE shall not commence active remediation without advanced written approval by COUNTY (which approval shall not be unreasonably delayed or withheld) of any remediation plan, except to the extent that time is of the essence or emergency conditions otherwise exist requiring immediate remediation measures AIRLINE shall continue until any such investigation or remediation has been completed to the extent required under, and in accordance with, Applicable Environmental Law.

C. Except where, and to the extent, it is caused by the actions or in actions of the agents, employees, contractors, officers, or officials of the COUNTY or any another third party, AIRLINE agrees to hold harmless and indemnify COUNTY, its agents, employees, officials, and elected officers for any violation by AIRLINE, or its officers, employees, agents, licensees or contractors of Applicable Environmental Law and for any non-compliance by AIRLINE with any permits issued to AIRLINE pursuant to Applicable Environmental Laws. Such hold harmless and indemnity will include but not be limited to:(i) the costs (including attorney, consultant, expert, contractor and laboratory fees and costs reasonably incurred in connection with the indemnified incident to the extent required to achieve compliance with Applicable Environmental Laws) of enforcement actions to assess, abate, remediate, undertake corrective measures, or monitor environmental conditions ; and (ii) any monetary penalties,

, expenses, or damages, imposed against COUNTY solely by reason of AIRLINE's violation or non-compliance. Claims for environmental matters shall be covered exclusively under this Article 14.01 and shall not be subject to any other indemnities provided in this Agreement, including, without limitation, the general indemnity herein.

D. AIRLINE agrees to reasonably cooperate with any investigation, audit, or inquiry by COUNTY regarding any federal or state environmental regulatory enforcement action or investigation, which is against COUNTY but arises from AIRLINE's activities hereunder.

E. AIRLINE agrees to promptly notify COUNTY of: (i) any spill, leak, or permit exceedance that is required to be reported under Applicable Environmental Law; and (ii) any notice of violation, notice of non-compliance, or other enforcement action related to AIRLINE's operation at the Airport .

F. AIRLINE shall not install or allow to be installed any above or underground storage tanks on any Airport premises without the prior written approval of COUNTY (which approval shall not be unreasonably delayed or withheld). AIRLINE will obtain all necessary federal, state, and local licenses.

14.02 Environmental Considerations.

If AIRLINE is deemed to be a generator of hazardous waste, as defined by Applicable Environmental Law, AIRLINE will obtain, if required by Applicable Environmental Law, a generator identification number from the U.S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all Applicable Environmental Laws regulating the transportation, storage, handling, and disposal of hazardous wastes.

AIRLINE agrees to make available for review by COUNTY, within a within a reasonable time after COUNTY's request, copies of any hazardous waste-related documentation prepared or issued in connection with Airline's use of Airport, including permit applications permits, monitoring reports, storage and disposal plans, material safety data sheets and waste disposal manifests.

At the end of this Agreement, AIRLINE will dispose of or otherwise remove all of AIRLINE's solid and hazardous wastes and containers in compliance with and to the extent required by Applicable Environmental Laws.

14.03 Prior Contamination.

Nothing in this Article 14 will be construed to make AIRLINE liable in any way for any contamination or release of Hazardous Materials, as defined in Article 1, affecting Airport that (i) occurred prior to AIRLINE's entry upon or operations at Airport or (ii) that occur at any time and as a result of the actions or inactions of anyone other than AIRLINE. AIRLINE shall use commercially reasonable efforts not to exacerbate such contamination or Hazardous Materials.

14.04 Off-Site Contamination.

Nothing in this Article 14 will be construed to make AIRLINE liable in any way for any contamination or release of Hazardous Materials affecting Airport that occurs by reason of the migration or flow to Airport from off-site contamination that is not attributable to AIRLINE's activities at Airport.

14.05 Stormwater.

Notwithstanding any other provisions or terms of this Agreement, AIRLINE acknowledges that certain properties within the Airport, or on COUNTY owned land, are subject to stormwater rules and regulations. AIRLINE agrees to observe and abide by such stormwater rules and regulations as may be applicable to AIRLINE, and further acknowledges that COUNTY may approach AIRLINE to request that any stormwater discharge permit issued to the COUNTY may name AIRLINE as a co-permitee. COUNTY will not name AIRLINE as a co-permittee on any such permit without the prior written approval of AIRLINE. COUNTY and AIRLINE both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. AIRLINE acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" (as that term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by AIRLINE, by implementing and maintaining "best management practices" (as that term may be defined in applicable stormwater rules and regulations).

Article 15. **GENERAL PROVISIONS**

15.01 Nonwaiver.

No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

15.02 Passenger Facility Charge.

COUNTY reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, Section 9110 (the "PFC Act") and implementing regulations as may be supplemented or amended from time-to-time. AIRLINE shall collect and pay all PFCs for which it is responsible under the provisions of 14 CFR Part 158. Failure by AIRLINE to remit PFCs within the time frame required by 14 CFR Part 158 shall be grounds for cancellation of this Agreement.

15.03 Rights Non-Exclusive.

Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and COUNTY reserves the right to grant similar privileges to others, provided that in doing so, COUNTY does not interfere nor alter, or purport to alter, AIRLINE’s rights and privileges hereunder.

15.04 Quiet Enjoyment.

COUNTY agrees that, absent an uncured event of default by AIRLINE, AIRLINE shall peaceably have and enjoy its Airline Premises and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

Consistent with the nature of AIRLINE's business, AIRLINE agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. AIRLINE shall be responsible for the activity of its officers, employees, and agents, with respect to this provision.

15.05 Performance.

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

15.06 Aviation Rights.

COUNTY reserves unto itself, its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

15.07 Rules and Regulations and Operational Directives.

AIRLINE, its officers, employees, and agents shall observe and obey all laws, regulations, and orders of the federal, state, county governments and COUNTY (acting in its governmental capacity) which may be applicable to AIRLINE'S operations at the Airport.

COUNTY, acting in its governmental capacity, may from time-to-time adopt, amend, or revise the Airport's Rules and Regulations and Operating Directives governing the conduct of operations at the Airport, for reasons of safety, health, preservation of the property, or for the maintenance of the good and orderly appearance of the Airport. AIRLINE, its officers, employees, agents, and others under its control shall faithfully comply with and observe such reasonable and non-discriminatory Rules and Regulations and Operating Directives, and any amendments thereto, except as they may conflict with the terms and provisions of this Agreement or the regulations of another governmental entity having appropriate jurisdiction. COUNTY shall notify AIRLINE, in writing, at least ninety (90) days in advance of any amendments or supplements to such Rules and Regulations that would materially alter the terms of this Agreement. Within thirty (30) days of receipt of such written amendments or supplements to such Rules and Regulations, AIRLINE shall notify COUNTY in writing of proposed changes or alterations to such any amendments or supplements to such Rules and Regulations. COUNTY shall consider such changes and advise AIRLINE of any revisions or amendments within thirty (30) days of the effective date of such amendment.

Notwithstanding the foregoing, prior to adopting, amending, or revising any provision of the Airport's Rules and Regulations and Operating Directives which may adversely impact AIRLINE's cost of doing business at the Airport, the Airport Director shall first consult and reach agreement with

AIRLINE on the scope and cost of such proposed revision to the Airport's Rules and Regulations and Operating Directives provided such proposed revision is not the result of a federal, state, or local mandate.

AIRLINE shall be liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over AIRLINE or AIRLINE's operations and activities.

15.08 Inspection.

AIRLINE shall allow COUNTY's authorized representatives access to Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of its obligations under this Agreement; or, in the exercise of its governmental functions. Except in case of an emergency, COUNTY shall conduct such inspections during reasonable business hours, after reasonable prior notice to AIRLINE and in the presence of AIRLINE's representative.

15.09 No Individual Liability.

No member, officer, agent, director, or employee of COUNTY or AIRLINE shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

15.10 Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees, and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

15.11 Savings.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against COUNTY by reason of the preparation of this Agreement by COUNTY.

15.12 Successors and Assigns Bound.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15.13 Incorporation of Exhibits.

All exhibits and attachments referred to in this Agreement are intended to be and are hereby

specifically made a part of this Agreement.

15.14 Titles.

Section titles are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

15.15 Severability.

In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either COUNTY or AIRLINE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

15.16 Amendments.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto with the same formality as required for this Agreement.

15.17 Other Agreements.

Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any other lease or contract between COUNTY and AIRLINE authorizing the use of the Airport, its facilities, and appurtenances.

15.18 Approvals.

Unless otherwise stated, whenever this Agreement calls for approval by COUNTY, such approval shall be evidenced by the written approval of the Airport Director.

Any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

15.19 Notice.

All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing by United States certified mail (postage-prepaid) or reputable overnight courier service with proof of delivery (with a copy sent by electronic transmission if so elected by COUNTY or AIRLINE, as applicable). If intended for COUNTY, notices shall be delivered to:

Airport Director
Gunnison-Crested Butte Regional
Airport
Administrative Offices
519 Rio Grande Ave.
Gunnison, CO 81230

Or to such other address as may be designated by COUNTY by written notice to AIRLINE.

Notices to AIRLINE shall be delivered to:

American Airlines, Inc.
1 Skyview Drive MD8E100
Fort Worth, TX, 76155
Attention: Vice President, Corporate Real Estate

Or to such other address as may be designated by AIRLINE by written notice to COUNTY.

If notice, consent or approval is given in any other manner or at any other place, it shall also be given at the place and in the manner specified above.

15.20 Agent for Service.

It is expressly understood and agreed that if AIRLINE is not a resident of the State of Colorado, or is an association or partnership without a member or partner resident of said state, AIRLINE shall appoint an agent for the purpose of service of process in any court action between it and COUNTY arising out of or based upon this Agreement. AIRLINE shall immediately, within ten (10) days of execution of this Agreement, notify COUNTY, in writing, of the name and address of said agent, if applicable. Such service shall be made as provided by the laws of the State of Colorado for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, AIRLINE may be personally served out of the State of Colorado by the registered mailing of such service at the address set forth in Section 15.19.

15.21 Governing Law and Legal Forum.

This Agreement is to be read and construed in accordance with the laws of the State of Colorado. Any action to enforce or interpret this Agreement shall be brought in a court in and for Gunnison County, Colorado, or in the United States District Court for the District of Colorado. The provisions of this Section shall survive the termination of this Agreement.

15.22 Force Majeure.

Except as herein provided, neither COUNTY nor AIRLINE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, pandemic or epidemic, acts of the public enemy, terrorism, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

15.23 Most Favored Nation.

COUNTY agrees not to enter into any agreement with any other 14 CFR Part 121 Air Transportation Companies conducting similar operations at the Airport after the date of this Agreement which contains more favorable terms and conditions, landing fees, space rentals or other charges than those provided in this Agreement. Such "similar operations at the Airport" means regularly scheduled commercial service that shall be conducted at the Airport.

15.24 Entire Agreement.

It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by AIRLINE that COUNTY and COUNTY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by AIRLINE against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By:_____

Laura Puckett Daniels, Chairperson

_____

Jonathan Houck, Commissioner

Attest:

_____

Elizabeth Smith, Commissioner

_____

Katherine Haase
Deputy County Clerk

AMERICAN AIRLINES, INC.

Attest:

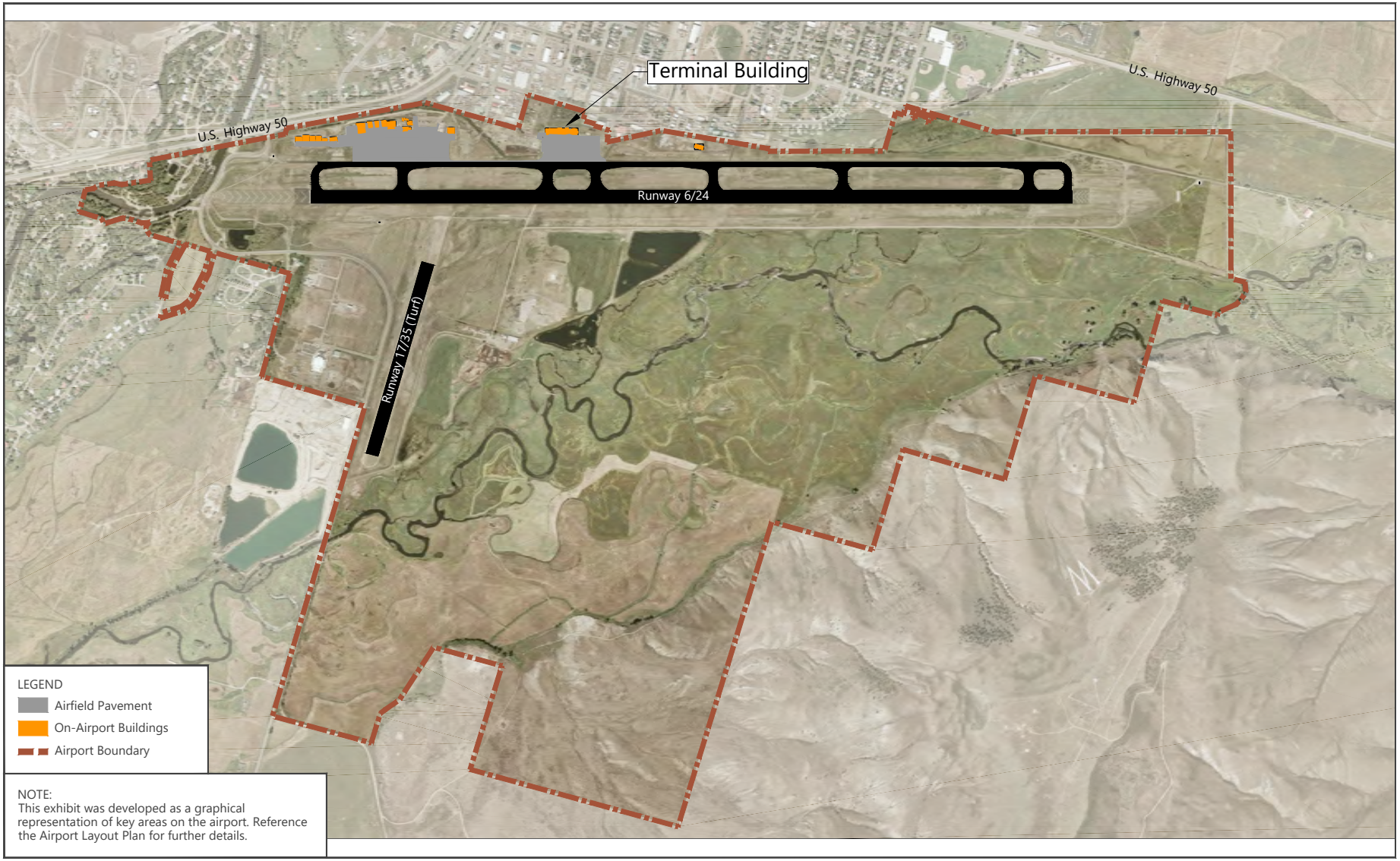
By: Reshma Soni

Title: Managing Director - Airport Affairs & Properties

By: Lorin Carr

Title: Mgr. Corporate Real Estate

EXHIBIT A: AIRPORT BOUNDARIES



SOURCE: Gunnison Crested Butte Regional Airport, Airport Layout Plan, January 2024.

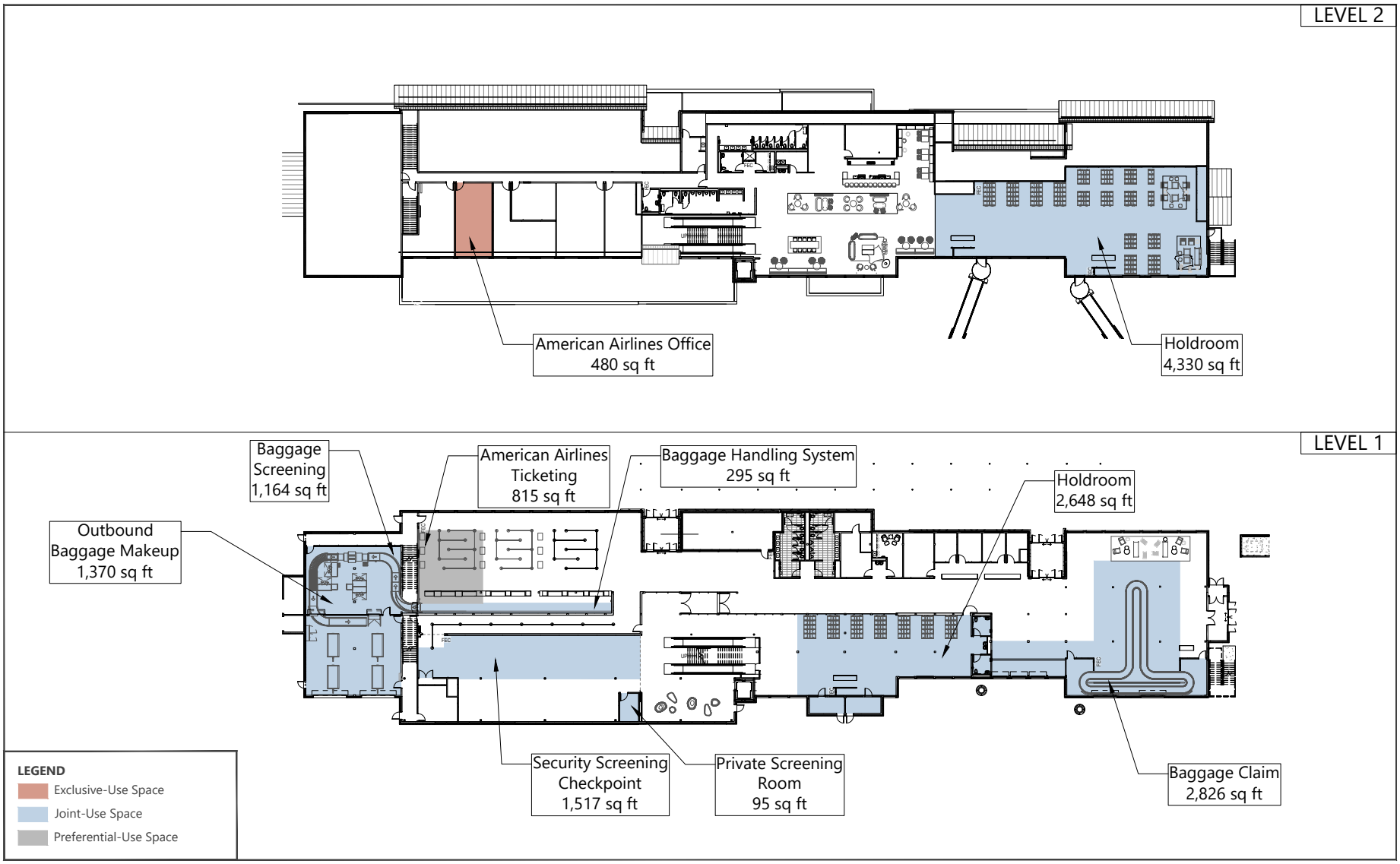
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EXHIBIT A

AIRPORT BOUNDARIES

Drawing: P:_PROJECTS\GUC (Gunnison-Crested Butte)\02-Rates Charges Study\Drawings\GUC_AirportBoundary-v2.dwgLayout: 8.5x11L Plotted: January, 2024, 02:42PM

EXHIBIT B: AIRLINE PREMISES



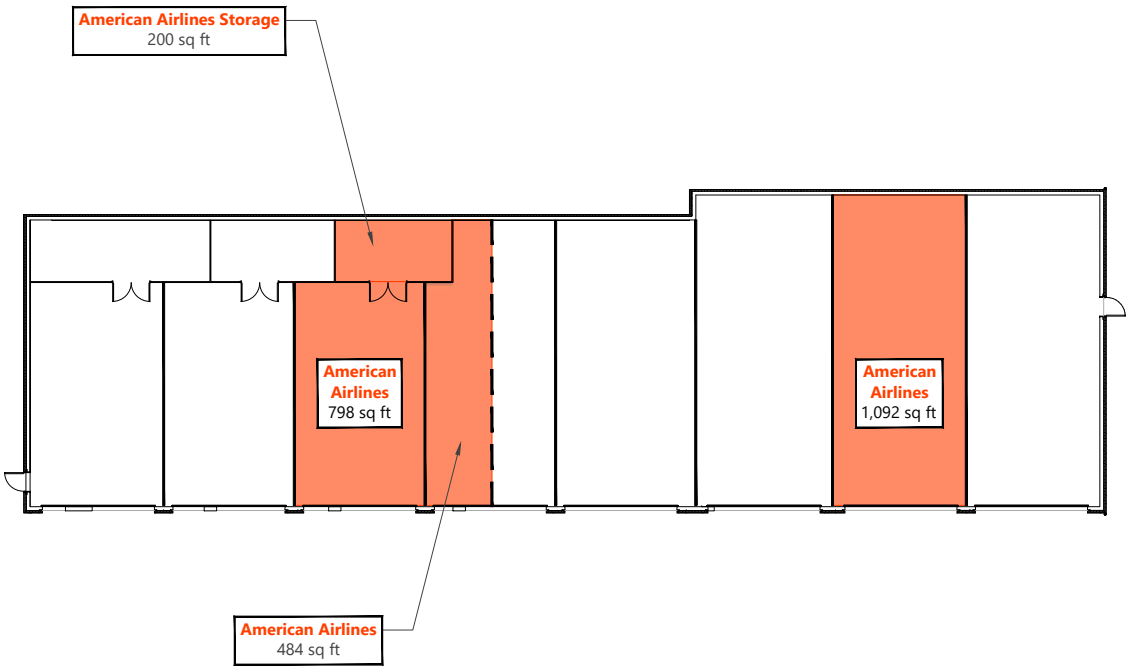
SOURCES: Gunnison Crested Butte Regional Airport, Composite Plans, 2021; Ricondo & Associates, Inc., January 2024.

NORTH

SCALE: $\frac{1}{64}$" = 1'-0"

EXHIBIT B-1

AIRLINE PREMISES - AMERICAN AIRLINES



LEGEND
American Airline Space

SOURCES: Gunnison Crested Butte Regional Airport, Composite Plans, 2021; Ricondo & Associates, Inc., February 2025.

NORTH

SCALE: $\frac{1}{32}$" = 1'-0"

EXHIBIT B-2

GROUND SUPPORT EQUIPMENT PREMISES - AMERICAN AIRLINES

EXHIBIT C: SUMMARY OF TERMINAL AREAS

EXHIBIT C: SUMMARY OF TERMINAL AREAS

(Fiscal Year Ending December 31)

	FISCAL YEAR 2025
AIRLINE LEASED SPACE	
EXCLUSIVE USE SPACE[1]	
American	3,054
United	4,338
TOTAL EXCLUSIVE USE LEASED SPACE	**7,392**
PREFERENTIAL USE SPACE	
American	815
United	961
TOTAL PREFERENTIAL USE LEASED SPACE	**1,776**
JOINT USE SPACE	
Holdroom	6,978
Bag Claim	2,826
Bag Make-Up	1,370
Baggage Handling System	295
Security Checkpoint	1,517
Baggage Screening area	1,164
Private Screening Room	95
TOTAL JOINT USE LEASED SPACE	**14,245**
LEASED AIRLINE SPACE	
Exclusive	7,392
Preferential	1,776
Joint Use	14,245
TOTAL LEASED AIRLINE SPACE	**23,413**
UNLEASED AIRLINE SPACE	
Future Airline	449
Future Ticketing	738
TOTAL UNLEASED AIRLINE SPACE	**1,187**
NON-AIRLINE LEASABLE SPACE	
Concessions/Other	2,286
Car Rental Offices	260
TSA Offices	631
TOTAL NON-AIRLINE LEASABLE SPACE	**3,177**
TOTAL LEASABLE SPACE	**27,777**

EXHIBIT C: SUMMARY OF TERMINAL AREAS

(Fiscal Year Ending December 31)

	FISCAL YEAR 2025
NON-LEASABLE SPACE	
Public Use Space	
Living room	2,799
Corridor	9,230
Wellness	259
Bathrooms	1,625
Hall	588
Vestibule	539
Exit Lane	125
TOTAL PUBLIC USE SPACE	**15,165**
Non-Public/Non-Rentable Space:	
Corridor	724
ATO Hall	514
Break room	146
Server	293
Fire and Water Entry	29
Storage	265
Electrical Closet	764
Janitor	222
Mechanical room	2,773
Geothermal Room	59
TOTAL NON-PUBLIC SPACE	**5,789**
TOTAL NON-LEASABLE SPACE	**20,954**
TOTAL TERMINAL SPACE	**48,731**

NOTES:

SOURCE: Gunnison-Crested Butte Regional Airport; Ricondo & Associates, Inc.

PREPARED BY: Ricondo & Associates, Inc., February 2025.

EXHIBIT D: RESPONSIBILITIES OF COUNTY AND AIRLINE FOR OPERATION AND MAINTENANCE OF THE TERMINAL

EXHIBIT D

RESPONSIBILITIES OF COUNTY AND AIRLINE FOR OPERATION AND MAINTENANCE OF THE TERMINAL

Area/Item	Responsibility	
	County	Airline
Terminal Aircraft Apron		
Pavement Maintenance	X	
Pavement Markings	X	
Pavement Sweeping	X	
Airline Signage		X
Fuel Spill Cleanup		X
Snow Removal	X	X
Exclusive and Preferential Use Premises		
Exterior Shell/Structure	X	
Access Control	X	
Airport Security Program Compliance		X
Janitorial		X
General Electrical/Mechanical/Plumbing	X	
Light Fixtures	X	
Interior Painting		X
Carpeting/floor finishes		X
Ticket Counter Shells	X	
Ticket Counter Scales		X
Ticket Counter Inserts		X
Baggage Handling System (BHS)	X	
Airline Improvements		X
Airline Signage		X
Gates / Common and Joint Use Premises		
Counter Shells	X	
Counter/Inserts		X
Signage (Directional)	X	
Arrival and Departure TV Screens / FIDS	X	
Public Address System	X	
Loading Bridges	X	
Custodial	X	
Furniture	X	
Carpeting/floor finishes	X	
Carpet	X	
Access Control	X	
Airport Security Program Compliance		X
Airline Signage		X
Terminal Building - Public Space		
Structural Maintenance, including roof	X	
County installed equipment and systems	X	
Electrical service - Terminal, Aircraft Apron, BHS, and Loading Bridges	X	
Terminal Building - General		
HVAC service - Terminal, Aircraft Apron, BHS, and Boarding Bridges	X	
Light fixtures	X	
Plumbing - excluding fixtures in Leased Space	X	
Domestic Water	X	
Carpeting/floor finishes	X	
Snow Removal	X	

SOURCE: Gunnison-Crested Butte Regional Airport and Ricondo & Associates, Inc., August 2025.

PREPARED BY: Ricondo & Associates, Inc., August 2025.

EXHIBIT E: CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

EXHIBIT E
CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

SECTION I - DEFINITIONS

The following words, terms and phrases used in this **Exhibit "E"** shall have the meanings set forth in this Section and the meanings shall apply to both the singular and plural forms of such words, terms, and phrases. Additional words, terms and phrases used in this Exhibit "E," but not defined in this Section, shall have the meanings ascribed to them in the Agreement. The specific methodologies for calculating the rates, fees, and charges defined below can be found in Section II of this Exhibit "E."

This Exhibit E will not be revised during the Term of the Agreement unless mutually agreed upon and amended by the Airline and County.

1. "Aircraft Rescue and Fire Fighting (ARFF) Cost Center" shall mean the Airport Indirect Cost Center further described in **Table E-7** of this Exhibit "E".

2. "Airfield Cost Center" shall mean the Airport Cost Center further described in **Table E-6** of this Exhibit "E".

3. "Airport Budget" shall mean the County capital and operating budgets and allocated administrative costs prepared and periodically revised and updated by the County.

4. "Airport Cost Center" shall mean a direct or indirect cost center to be used in accounting for Airport revenues and expenses and for calculating and adjusting certain rents, fees, and other charges associated with various Airport areas or facilities as they now exist or as they may hereafter be reconstructed, modified, changed, or developed as described in Tables E-6 and E-7 of this Exhibit E.

5. "Airport Revenue" shall mean all income, and revenue derived by County in connection with the operation of the Airport. The term "Airport Revenue" shall not include PFCs; CFCs; insurance proceeds; restricted land sale proceeds; or any local, state, or federal grants or assistance, or any interest earned thereon.

6. "Amortization" shall mean the amount to recover a Capital Expenditure which is not debt financed and shall be calculated based on the expected useful life of the Capital Expenditure with a rate of return, equivalent to the County's cost of capital as of the date of Substantial Completion. Amortization will commence in the Fiscal Year immediately following the date of Substantial Completion of any such Capital Expenditure.

7. "Boarding Bridge Per Use Fee" shall mean the fee charged for use of a Boarding Bridge and is calculated in accordance with **Table E-3** of this Exhibit "E".

8. "Bonds" shall mean any bonds or other financing instrument or obligation of the County, issued for the purposes of improving the Airport, in which the County is responsible for payment of the annual interest and principal associated with such bonds.

9. "Capital Expenditure" shall mean any single item that costs fifty thousand dollars ($50,000) or more (net of PFCs, CFCs, grants, or insurance proceeds) with a useful life in excess of three (3) years, acquired, purchased or constructed to improve, maintain or develop the Airport, as well as any extraordinary or substantial expenditure whose object is to preserve, enhance or protect the Airport. In addition, Capital Expenditure may, at the discretion of County, include certain costs associated with planning studies, environmental studies, and environmental mitigation measures.

10. "Capital Outlay" shall mean an item that costs less than fifty thousand dollars ($50,000) (net of PFCs, CFCs, grants, or insurance proceeds), acquired, purchased or constructed to improve, maintain or develop the Airport, as well as any extraordinary or substantial expenditure whose object is to preserve, enhance or protect the Airport. In addition, a Capital Outlay may, at the discretion of County, include certain costs associated with planning studies, environmental studies, and environmental mitigation measures.

11. "Credits" shall mean any deductions from the amount otherwise due, if applicable including but not limited to Non-Signatory Airline fees, PFC revenue used by the County for debt service, or Non-Airline Revenues.

12. "Customer Facility Charges or CFC" shall mean charges collected by the rental car companies and remitted to County. This term includes interest earnings on Customer Facility Charge proceeds.

13. "CUTE System Per Use Fee" shall mean the fee charged for use of the Airport CUTE System and is calculated in accordance with **Table E-4** of this Exhibit "E".

14. "Debt Service" shall mean for any Fiscal Year, all principal payments, interest payments, fund deposit requirements and amounts payable as a result of debt service coverage requirements on Obligations of the Airport payable for such Fiscal Year, including but not limited to bonds, notes, and certificates of participation.

15. "Enplaned Passenger" shall mean any passenger boarding an aircraft at the Terminal except for non-revenue passengers, including any such passenger that previously disembarked from another aircraft of the same or a different Air Transportation Company or from the same aircraft, previously operating under a different flight number.

16. "Joint Use Charge" shall mean that charge which prorates 100 percent of the cost of a service or space based on the ratio of each Signatory and Non-Signatory Airline's Enplaned Passengers using the service or space at the Airport during the month, to the total of all Enplaned Passengers using the service or space at the Airport during the month. Notwithstanding the foregoing, County shall adjust the computation to reflect enplanements of an additional Signatory or Non-Signatory Airline at the Airport or after the deletion of a Signatory or Non-Signatory Airline at the Airport. Airline and Affiliated Airlines shall be considered the same Signatory or Non-Signatory Airline for purposes of calculating the Joint Use Charge.

17. "Landed Weight" shall mean the maximum gross certificated landed weight, in thousand (1,000) pound units, that Aircraft Arrivals operated by Airline is authorized by the FAA to land at the Airport, as recited in each Airline's flight manual governing that aircraft type. For all landing fee computations, said sum shall be rounded up to the nearest thousand (1,000) pound units.

18. "Landing Fee" shall mean a fee assessed by County on Air Transportation Companies based on the Landed Weight of each Revenue Landing and is calculated in accordance with **Table E-2** of this Exhibit "E".

19. "Net Remaining Airport Revenue" shall be, for any period, equal to total Airport Revenue less O&M Expenses, Debt Service (Net of PFC revenue), other indebtedness of the County incurred for benefit of the Airport, and County Funded Capital Expenditures and Capital Outlays as defined herein.

20. "Non-Airline Revenue" shall mean any Airport Revenue except Terminal Rentals, Landing Fees, and any other Airport Revenue derived from an Air Transportation Company.

21. "Obligations" shall mean any obligation of the County as it relates to the operation of the Airport, including any Bonds issued pursuant to an ordinance that may be enacted by the County, or other issuing instrument required for the issuance of debt, as applicable.

22. "Operation and Maintenance Expenses or O&M Expenses" shall mean all costs paid or incurred by the County for maintaining and operating the Airport, including all expenses of maintenance and repair and other expenses necessary to maintain and preserve the Airport in good condition and working order, and including all administrative costs of the County that are charged directly or apportioned to the operation of the Airport, such as salaries and wages of employees, overhead, insurance, taxes (if any), insurance premiums, Capital Outlays, judgments, assessments and cost of defending or settling litigation or threatened litigation, and including all other costs of the County or charges required to be paid by it to comply with the terms of the law or of Bonds, including but not limited to compensation, reimbursement and indemnification of the fiscal agent, letter of credit fees, credit facility fees and expenses of independent certified public accountants and Airport consultants and other fees and expenses related to the issuance of Bonds which are not paid from the proceeds of Bonds; but excluding any payments of Debt Service and excluding in all cases depreciation, replacement and

obsolescence charges or reserves therefor and Amortization of intangibles or any other bookkeeping entries of a similar nature.

23. "O&M Reserve Requirement" shall mean the amount of annual funding estimated to be required by the County to achieve a target of 230 days of cash on-hand in the County's Airport Fund. The O&M Expense Reserve Requirement is divided 50/50 between the Airfield and Terminal Requirement.

24. "Other Cost Center" shall mean the Airport Cost Center further described in Table E-6 of this Exhibit "E".

25. "Passenger Facility Charges" or "PFCs" shall mean those charges collected by the County pursuant to the authority granted by 49 U.S.C. Section 40117 and 14 Code of Federal Regulations (CFR) Part 158, as amended from time to time, in respect of any component of the Airport and interest earnings thereon, net of amounts that Airline is entitled to retain for collecting, handling, and remitting such PFC revenues in accordance with 14 CFR Part 158.

26. "Public Safety Cost Center" shall mean the Indirect Cost Center further described in Table E-7 of this Exhibit "E".

27. "Rates and Fees Schedule" shall mean the Rates and Fees Schedule attached hereto as Exhibit "E."

28. "Rate Setting Period" shall mean the Fiscal Year for which the rates, fees and charges are being calculated hereunder.

29. "Revenue Landing" shall mean any aircraft landing by Airline at the Airport for which Airline receives revenue, including training flights and diversions by Airline, but excluding any flight, that after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

30. "Security Cost Center" shall mean the Indirect Cost Center further described in Table E-7 of this Exhibit "E".

31. "Snow Removal Cost Center" shall mean the Indirect Cost Center further described in Table E-7 of this Exhibit "E".

32. "Strategic Development Cost Center" shall mean the Indirect Cost Center further described in Table E-7 of this Exhibit "E".

33. "Terminal Building" shall mean the terminal building, and associated concourse, at the Airport as they now exist or as they may hereafter be reconstructed, modified, changed, or developed.

34. "Terminal Building Cost Center" shall mean the Direct Cost Center further described in Table E-6 of this Exhibit "E".

35. "Terminal Rental" shall mean the fees and charges imposed by County on a per square foot basis for the use of the Airline Premises, which is comprised of the Exclusive Use Premises and Preferential Use Premises, Common Use Premises, and Joint Use Premises.

36. "Total Landed Weight" shall mean the sum of the Landed Weight for all Aircraft Arrivals for all Signatory and Non-Signatory Airlines during the course of a Fiscal Year. Said sum shall be rounded up to the nearest thousand (1,000) pound unit for all landing fee computations.

37. "Total Terminal Leasable Space" shall mean the total amount of space available for rent in the Terminal Building as may be adjusted and/or weighted during the course of any Fiscal Year for changes in space classifications with consultation with the Signatory Airlines. Leased Airline Premises is shown on **Exhibit B**, which may be changed from time to time in accordance with Article 4 of this Agreement.

38. "Wildlife Cost Center" shall mean the Indirect Cost Center further described in Table E-7 of this Exhibit "E".

SECTION II - RATE CALCULATIONS

Explanation of Rate Calculation Line Items. The following Line Items listed in **Tables E-1 through E-4** are included in the calculation of the Terminal Rental Rate, Landing Fee, Boarding Bridge Per Use Fee, Joint Use Space Charge, and the CUTE System Per Use Fee for each Rate Setting Period. Each Line Item in Tables E-1 through E-5 is identified by the corresponding letter set forth below.

Line Item A. O&M Expenses. This Line Item includes those expenses directly assignable to the Terminal, Airfield, Boarding Bridge, and CUTE System Cost Centers and those expenses associated with Maintenance and Operating of the Airport.

Line Item B. Capital Outlay. This Line Item includes non-amortized capital improvements attributable to the Terminal, Airfield, Boarding Bridge, and CUTE System Cost Centers.

Line Item C. Debt Service. This Line Item includes Debt Service directly assignable to the Terminal, Airfield, Boarding Bridge, and CUTE System Cost Centers and Debt Service for areas other than the Direct Cost Centers but allocable to the Direct Cost Centers.

Line Item D. Amortization. This Line Item includes Amortization attributable to amortized capital improvements in the Terminal, Airfield, Boarding Bridge, and CUTE System Cost Centers

Line Item E. O&M Expenses Reserve Requirement. This Line Item includes the amount required for the County to maintain a Days Cash on Hand balance of 230 days in the Airport Fund.

Line Item F. Total Requirement. The Total Requirement is the sum of Line Items A through Line-Item E. The Total Requirement is applicable to Terminal, Airfield, Boarding Bridge, and CUTE System Cost Centers.

Line Item G. Credits. This Line Item identifies applicable Credits to the Total Requirement for Terminal, Airfield, Boarding Bridge, and CUTE System Cost Centers and Joint Use Charges.

Line Item H. Net Requirement. The Net Requirement equals Total Requirement minus Credits.

Line Item I. Line-Item I in Tables E-1 through E-4 shall be defined as follows:

- **Table E-1:** Total Terminal Leasable Space. The term "Total Terminal Leasable Space" in **Table E-1** has the meaning set forth in Section I to this Exhibit "E".
- **Table E-2:** Total Landed Weight. The term "Total Landed Weight" in **Table E-2** has the meaning set forth in Section I to this Exhibit "E".
- **Table E-3 and E-4:** Enplaned Passenger. The term "Enplaned Passenger" in **Tables E-3 and E-4** has the meaning set forth in Section I to this Exhibit "E".

Line Item J. Line-Item J in Tables E-1 through E-4 shall be calculated as follows:

- **Table E-1**: Terminal Rental Rate. Calculated in **Table E-1** as (G) Net Requirement divided by (H) Total Terminal Leasable Space.
- **Table E-2**: Landing Fee. Calculated in **Table E-2** as (G) Airfield Net Requirement divided by (H) Total Landed Weight.
- **Table E-3**: Boarding Bridge Per Use Fee. Calculated in **Table E-3** as (G) Boarding Bridge Per Use Fee Net Requirement divided by (I) Enplaned Passengers.

- **Table E-4**: CUTE System Per Use Fee Calculation. Calculated in **Table E-4** as (G) CUTE System Per Use Fee Net Requirement divided by (I) Enplaned Passengers.

1. Calculation of Terminal Rental Rate and Landing Fee. The Terminal Rental Rate for each Rate Setting Period shall be calculated based on a hybrid residual ratemaking methodology as set forth in this subsection. The Landing Fee for each Rate Setting Period shall be calculated on a residual ratemaking methodology as set forth in this subsection.

   A. Terminal Rental Rate. The methodology for calculating the Terminal Rental Rate for each Rate Setting Period is set forth in **Table E-1** below.

Table E-1 Terminal Rental Rate Calculation	
	Line Item (See Section II above for corresponding descriptions)
O&M Expenses	A
Capital Outlay	B
Debt Service	C
Amortization	D
Terminal O&M Expense Reserve Requirement	E
Total Requirement	**F=A+B+C+D+E**
Less: Credits	G
Net Requirement	**H=F-G**
Total Terminal Leasable Space (square feet)	I
Terminal Rental Rate (per square foot)	**J=H/I**

   B. Landing Fee. The Landing Fee for each Rate Setting Period shall be calculated on a residual rate setting methodology as set forth in **Table E-2** below.

Table E-2. Landing Fee Calculation	
	Line Item (See Section II (1) above for corresponding descriptions)
O&M Expenses	A
Capital Outlay	B
Debt Service	C
Amortization	D
Airfield O&M Expense Reserve Requirement	E
Total Requirement	**F=A+B+C+D+E**
Less: Credits	G
Net Requirement	**H=F-G**
Total Landed Weight (thousand-pound units)	**I**
Landing Fee (per thousand-pound units)	**J=H/I**

2. Calculation of the Boarding Bridge Per Use Fee. The Boarding Bridge Per Use Fee for each Rate Setting Period shall be calculated based on a compensatory ratemaking methodology as set forth in **Table E-3** below.

Table E-3 Boarding Bridge Per Use Fee Calculation	
	Line Item (See Section II above for corresponding descriptions)
O&M Expenses	A
Capital Outlay	B
Debt Service	C
Amortization	D
Total Requirement	**E=A+B+C+D**
Less: Credits	F
Net Requirement	**G=E-F**
Enplaned Passengers	H
Boarding Bridge Per Use Fee	**I=G/H**

3. Calculation of the CUTE System Per Use Fee The CUTE System Per Use Fee for each Rate Setting Period shall be calculated based on a compensatory ratemaking methodology as set forth in **Table E-4** below.

Table E-4 CUTE System Per Use Fee Calculation	
	Line Item (See Section II (2) above for corresponding descriptions)
O&M Expenses	A
Capital Outlay	B
Debt Service	C
Amortization	D
Total Requirement	**E=A+B+C+D**
Less: Credits	F
Net Requirement	**G=E-F**
Enplaned Passengers	H
CUTE System Per Use Fee	**I=G/H**

4. Calculation of the Joint Use Charge The Joint Use Charge for each Rate Setting Period shall be calculated based on a compensatory ratemaking methodology as set forth in this subsection and in **Table E-5** below. The following Line Items listed in **Table E-5** are included in the calculation of Joint Use Charges for each Rate Setting Period. Each Line Item in **Table E-5** is identified by the corresponding letter set forth below.

Line Item A. Joint Use Premises. The Term "Joint Use Premises" in **Table E-5** has the meaning set forth in the Agreement.

Line Item B. Terminal Rental Rate. The Term "Terminal Rental Rate" in **Table E-5** has the meaning set forth in Section I of this Exhibit "E".

Line Item C. Total Joint Use Requirement. Calculated in **Table E-5** as (A) Joint Use Premises multiplied by (B) Terminal Rental Rate.

Line Item D. Credits. This Line Item identifies the Credits to the Total Requirement Joint Use Charges if applicable..

Line Item E. Net Signatory Joint Use Requirement. Calculated in **Table E-5** as Total Joint Use Requirement (C) minus any Credits, if applicable.

Line Item F. Joint Use Requirement – Enplaned Passenger Based Allocation. Calculated in **Table E-5** as (C) Total Joint Use Requirement prorated according to ratio of number of Airline Enplaned Passengers.

Calculation of Joint Use Charges. The methodology for calculating Joint Use Charges, as defined in Section I to this Exhibit "D," is set forth in **Table E-5** below.

Table E-5 Joint Use Charge Calculation	
	Line Item (See Section II (2) above for corresponding descriptions)
Total Joint Use Premises (square feet)	A
Terminal Rental Rate (per square foot)	B
Joint Use Requirement	**C=A*B**
Less: Credits	D
Net Signatory Joint Use Requirement	E=C-D
Net Signatory Joint Use Requirement – Enplaned Passenger Based	F=E*100%

SECTION III – COST CENTERS

1. Direct and Indirect Cost Centers. The Direct and Indirect Cost Centers include those Cost Centers listed in **Tables E-6** and **E-7** below.

Table E-6. Direct Cost Centers	
Cost Center	**Description of Area Included or Functional Activity**
Airfield	Those areas on the Airport, as they now exist or as they may hereafter be modified, changed, or developed, that provide for the landing, takeoff, taxiing, parking (other than in the Apron Area), or other operations of aircraft. Areas designated for aviation fuel storage facilities, fixed base operations, areas for the sale and servicing of aircraft, and general aviation hangars, buildings, and aprons. The Airfield Area includes the runways, taxiways, approach and clear zones, safety zones, infield areas, landing and navigational aids, and other facilities and land areas (including but not limited to runway protection zones and noise protection zones as established by the County) at the Airport required by or related to aircraft operations, **Exhibit A**.
Terminal Building	The portion of the Terminal Building and associated curbside entrance areas, including, but not limited to, passenger ticketing areas, TSA screening areas, baggage checking areas, baggage claim areas, the Concourse, which includes the secure area containing the holdrooms, concession areas, and public circulation areas, all as shown on the Airport's Terminal Layout, **Exhibit B**.
Other	All other areas of the Airport and functions of the County not specifically identified in the preceding Airport Cost Centers, including the County offering certain aeronautical services at the Airport as well as the facilities, installations, and improvements on the Airport as they now exist, or as they may hereafter be modified, changed or developed, and any other interest owned by the County in real property with regard to the Airport.

Table E-7. Indirect Cost Centers	
Cost Center	**Description of Area Included or Functional Activity**
Aircraft Rescue and Fire Fighting (ARFF)	Includes all rescue and firefighting functions of the Airport to protect public safety and meet the requirements of 14 CFR Part 139.
Security	Includes Police and security services at the Airport to meet the requirements of 14 CFR Part 1542.
Snow Removal	Includes the cost to remove snow and ice from the Airport to meet the requirements of 14 CFR Part 139 and to maintain landside access during inclement weather.
Strategic Development	Includes the administrative functions and allocated expenses from the County related to the Airport.
Wildlife	Includes the cost to mitigate wildlife activity on the Airport in accordance with 14 CFR Part 139.

ATTACHMENT "E-1"
TO EXHIBIT "E"

STATEMENT OF RATES
FISCAL YEAR 20XX[1]

1. Terminal Rental Rate.
    a. Signatory Airline: $ per square foot.
    b. Non-signatory Airline: $ per square foot.

2. Landing Fee Rate.
    a. Signatory Airline: $ per 1,000 pounds of Landed Weight.
    b. Non-Signatory Airline: $ per 1,000 pounds of Landed Weight.

3. Boarding Bridge Per Use Fee.
    a. Signatory Airline: $ per enplaned passenger.
    b. Non-signatory Airline: $ per enplaned passenger.

4. CUTE System Per Use Fee.
    a. Signatory Airline: $ per enplaned passenger.
    b. Non-signatory Airline: $ per enplaned passenger.

5. Joint Use Space Charge.
    a. Signatory Airline: $ per enplaned passenger.
    b. Non-signatory Airline: $ per enplaned passenger.

[1] Non-Signatory Airline rates shall apply to Non-Signatory Airlines and include a twenty-five percent surcharge in addition to the rate charged to Signatory Airlines.

EXHIBIT F: AFFILIATED AIRLINE IDENTIFICATION AND REQUIREMENTS

EXHIBIT F

AFFILIATE IDENTIFICATION AND REQUIREMENTS

"**Airline**": _____

"**Affiliate**": _____ d/b/a _____

Affiliate Address: _____

_____

_____

_____

Affiliate Point of Contact: _____

Telephone: _____

Fax: _____

Email: _____

Date Start of Service: _____

Date of Termination: _____

Airline and Affiliate acknowledge and agree that Affiliate shall comply with all terms, conditions, covenants, and obligations as set forth in the Gunnison-Crested Butte Regional Airport Airline Operating Agreement and Lease of Airport Facilities, dated January 1, 2026.

AIRLINE

_____

By: _____

AFFILIATE

_____

By: _____

EXHIBIT G: STATISTICAL REPORT

GUNNISON CRESTED BUTTE REGIONAL AIRPORT
Monthly Activity Report
GUNNISON, CO

Airline:

Date:
Month:

Landings

Aircraft Type/seats		Landed Weight (lbs.)		Landings	Total Landed Weight
					0
					0
					0
					0
Total		0		0	0

Passengers

	Revenue	Non-Revenue	Total
Enplaned			0
Deplaned			0

Cargo - Mail, Freight, and Express

	Pounds
Enplaned	
Deplaned	
Total	**0**

Deicing Fluid

Gallons	0

Number of Actual Flights

Departures	0

I hereby certify that, to the best of my knowledge, the above data are accurate and a complete accounting of monthly activity pursuant to the Gunnison-Crested Butte Regional Airport Airline Operating Agreement and Lease of Airport Property.

Name _____

Signature _____ Date _____

Phone # _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Acknowledgement of Appointment for the Colorado Parks and Wildlife regular and alternate on the Sage-grouse Committee for K. Griffin and M. Middleton

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: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

COLORADO
Parks and Wildlife
Department of Natural Resources

Species Conservation Unit
711 Independent Ave
Grand Junction, CO 81505

20 November 2025

Gunnison County
Community Development Office
221 N. Wisconsin St., Suite D
Gunnison, CO 81230
Attn: Holly Perry

CPW Representation on the Gunnison Basin Sage-grouse Strategic Committee

Commissioner Jonathan Houck:

By way of this letter, Colorado Parks and Wildlife would like to reappoint Kathy Griffin, Grouse Conservation Program Manager, as the Chair and primary representative and Miranda Middleton, Wildlife Conservation Biologist, as our alternate representative. We believe these appointments will help maintain the intent of having Strategic Committee representation with more decision-making authority/capability at our local level. We appreciate Gunnison County's leadership and efforts to further CPW's mission of maintaining community conservation and a viable population of Gunnison sage-grouse for future generations.

Sincerely,

David Klute Digitally signed by David Klute
Date: 2025.11.20 14:24:21
-07'00'

David Klute
Deputy Assistant Director
Terrestrial Branch

Jeff Davis, Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: Dallas May, Chair · Richard Reading, Vice-Chair · Karen Bailey, Secretary · Jessica Beaulieu
Marie Haskett · Tai Jacober · Jack Murphy · Gabriel Otero · Murphy Robinson · James Jay Tutchton · Eden Vardy

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Acknowledgement of Appointment for the High Country Conservation Advocates regular and alternate on the Sage-grouse Committee for S. Navy and J. Hare

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: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

From: Sue Navy
To: BOCC
Cc: Jon Hare
Subject: HCCA on Sage-Grouse Strategic Committee
Date: Friday, November 21, 2025 9:00:02 AM

[EXTERNAL SENDER - USE CAUTION]

Hi Laura, Liz and Jonathan,
I'm writing to let you know that I will be delighted to continue serving on the Gunnison Sage-Grouse Strategic Committee as HCCA's Regular representative. Jon Hare, our Advocacy Director, will continue as our Alternate.

Thanks so much for keeping this important committee going, and for all your efforts on behalf of the Gunnison sage-grouse!

Happy Thanksgiving!
Sue Navy
HCCA Board President

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Acknowledgement of Appointment for the National Park Service regular and alternate on the Sage-grouse Committee for B. Carter and J. Frey

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: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

United States Department of the Interior
NATIONAL PARK SERVICE
Black Canyon of the Gunnison National Park
Curecanti National Recreation Area
102 Elk Creek
Gunnison, CO 81230

IN REPLY REFER TO:

November 21, 2025

Gunnison County Board of County Commissioners,

The National Park Service (NPS) appoints Brinnen Carter as the regular member agency representative on the Gunnison Basin Sage Grouse Strategic Committee. Brinnen Carter is the Integrated Resource Manager for Curecanti National Recreation Area and Black Canyon of the Gunnison National Park, and has served in this role for 3 years. He is part of the park units' joint Leadership Team, and works closely with the wildlife program in the Resource Stewardship and Science Division.

We appoint Jessica Frey as the alternate National Park Service representative on the committee. Jessica Frey is the Wildlife Technician with 26 years of experience working in the Gunnison Basin with NPS, specifically with Gunnison sage-grouse for a substantial portion of that time. She has served as the alternate member since 2021 and has been familiar with the operations and activities of the Strategic Committee.

Thank you.

Sincerely,

JAMES WEST Digitally signed by JAMES WEST
Date: 2025.11.21 15:18:38
-07'00'

Stuart West
Superintendent
Black Canyon of the Gunnison National Park
Curecanti National Recreation Area

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; 2026 Human Milk Feeding Support

Action Requested: Other Approval

Parties to the Agreement:

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

Summary:

This grant is to support 2 Parent Educators to become Certified Lactation Counselors

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: 12/18/2025

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/19/2025

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

Agenda Date: 1/6/2026

Revised April 2015

2026 Human Milk Feeding Supportive Funding Program

Application Questions

The following questions were pulled directly from the online application form: **accessed using this link**

Please use this as a guide to assist you in completing the application, as needed.

You can download this as a Word Document or PDF: click File, scroll down to Download, select the file type you wish to download.

Applications **MUST** be completed through the **online application form** by 10:00 a.m. on January 5, 2026. Emailed or mailed submissions are not accepted.

Questions:

Applicant Details

- Name (full name of person completing application) Shonna Gray
- Email sgray@gunnisoncounty.org
- Phone number 970-641-7910
- Alternative contact name Migeeli Arias
- Alternative contact email Marias@gunnisoncounty.org
- Financial Contact Name (if same as main contact, write "same") Jody Wise
- Financial Contact Email (if same as main contact, write "same") Jwise@gunnisoncounty.org
- County/Counties Served Gunnison, Hinsdale

- Are you applying on behalf of an organization or as an individual? Organization

  If applying as an **Individual**:
  - ➢ Are you affiliated with a group or organization in the community that serves families and communities of color, LGBTQIA+, rural, and/or low-income? Please describe.
  - ➢ Will your project serve at least 50% of communities of color, LGBTQIA+, rural, and/or low-income? Please briefly describe.
  - ➢ How will you help ensure this funding helps serve communities of color, LGBTQIA+ communities, rural, and low-income communities in Colorado? Please briefly describe.
  - ➢ Provide a brief background about yourself, and your affiliated organization (if applicable).
  - ➢ Please check the area of funding you are applying for: Advanced Lactation Training (scholarship) funding; Community Project funding

If applying as an **Organization**:

- ➢ Organization name Gunnison County Health and Human Services
- ➢ Organization web address (if applicable)
- ➢ Please share your organization's mission and how breastfeeding and lactation support are a part of this organization.
- ➢ Does your organization serve at least 50% of communities of color, LGBTQIA+, rural, and/or low-income? Please briefly describe.
- ➢ How will you help ensure this funding helps serve communities of color, LGBTQIA+ communities, and low-income communities in Colorado? Please briefly describe.
- ➢ Provide a brief background about your organization.
- ➢ Please check the area of funding you are applying for: Advanced Lactation Training (scholarship) funding; Community Project funding

Advanced Lactation Training - questions

This option will provide funding (scholarships) for individuals to receive advanced lactation training. Funded trainings are prioritized for individuals of color and LGBTQIA+, those serving communities of color, LGBTQIA+, low-income, and rural areas of Colorado. COBFC and LLL-MP recognize the many options available for lactation training. Priority is given to individuals seeking training from accredited programs (e.g., CLC, CLE, IBCLC), as well as related exam/membership/book fees, that result in credentials for professional development purposes and are recognized in state data collection by national groups (e.g., CDC, USBC). We ask that if applying for IBCLC prep or exam fees, the individual must be able to complete and sit for the exam during the grant period.

- What is the amount you are requesting for lactation training(s) and related fees? (Must be $2,000 or under to be considered.) $1,738
- What lactation training are you interested in attending or providing scholarships for? - check all that apply: CLC, CLE, IBCLC prep, IBCLC exam fee, Other (please specify) CLC
- Please describe: 1) the training of interest, and 2) who the training is for (e.g., yourself, your coalition members, community members, etc.) Certified Lactation Counselors for our Parent as Teachers Parent Educators
- Please describe: 1) why you are interested in receiving advanced lactation training, and 2) who will benefit from the training (community served). This training is crucial in providing continued community support in breastfeeding. Over 50% of our families enrolled are spanish speaking
- Please list your planned timeline for the lactation training (e.g., when training(s) is scheduled, when you will offer scholarships, when you plan to complete the training, etc.) Before 12/31/26

Community Project - questions

Funded work must be activities that:

- ❖ Educate, advocate and collaborate to reduce barriers and support families to achieve their own breastfeeding goals.
- ❖ Are within breastfeeding best practices identified in the Centers for Disease Control and Prevention's Guide to Strategies to Support Breastfeeding Mothers and Babies: https://www.cdc.gov/breastfeeding/pdf/bf-guide-508.pdf.

- ❖ Are identified as necessary actions by the U.S. Surgeon General's Call to Action to Support Breastfeeding: https://www.hhs.gov/surgeongeneral/reports-and-publications/breastfeeding/index.html.
- ❖ Are performed in Colorado to benefit communities of color, LGBTQAI+ communities, rural and low-income communities.

Please provide a brief but thorough overview of your proposed project.

- What is the amount you are requesting? (Must be $2,000 or under to be considered.)
- What is the main goal or outcome of the proposed project?
- Describe the community(ies) you plan to serve through this funding.
- Please list up to 3 objectives of your proposed project.
- Please describe a timeline for how funds will be used.
- Describe the activities you plan to accomplish through this supportive funding along with budget amounts. For each activity, list the estimated cost, purpose/use, and goal (*for example: Purchase a tent and table - $300 - for X organization to participate in community events and share breastfeeding education/X materials/X resources with X community*).

Additional Questions - optional

- Is there anything that COBFC and LLL-MP can do to assist you in your project (e.g., technical assistance, materials, resources, etc.)?
- Do you have any suggestions for COBFC, LLL-MP, or future supportive funding programs?

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Airport Services Agreement; Jackalope Services LLC

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Jackalope Services LLC dba Bethany J Montlary

Term Begins: 01/01/2026 **Term Ends:** **Grant Contract #:**

Summary:

One-year agreement for janitorial services to be provided at the Airport Terminal

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: 12/31/2025

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

Comments:
Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2025 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

AIRPORT SERVICES AGREEMENT

THIS AIRPORT SERVICES AGREEMENT ("Agreement") made effective the 1st day of January, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and **Jackalope Services LLC dba Bethany J Montlary** whose address **P.O. Box 1412 Gunnison CO 81230** (herein "Contractor").

RECITALS

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

WHEREAS 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.

1.1 Contractor shall furnish all labor and supervision 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.

2.1 The term of this Agreement shall commence on **January 1st 2026** and shall terminate on **December 31, 2026**, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

3.1 Execution of this Agreement will assist the County with its clean and safe facilities and grounds strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

4.1 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 **$80,000 (eighty thousand dollars) per year**. Payment shall be made monthly by Gunnison County to Contractor within 45 days of receipt of an invoice.

4.2 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.

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

5. INSURANCE.

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

5.2 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.

5.3 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.

5.4 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.

5.5 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.

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

6. INDEPENDENT CONTRACTOR.

6.1 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.

6.2 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.**

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

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

unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

8. DISCRIMINATION.

8.1 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. IMMIGRATION COMPLIANCE CERTIFICATION.

9.1 Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

9.2 Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

9.3 Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

9.4 Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

9.5 Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

10.1 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.

11. MISCELLANEOUS.

11.1 **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.

11.2 **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.

11.3 **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, § 2410-101, 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.

11.4 **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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.

11.9 **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.

11.10 **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.

12. DELEGATION AND ASSIGNMENT.

12.1 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.

13. TERMINATION.

13.1 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.

14. OWNERSHIP OF PROPERTY.

14.1 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 Contract agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

15.1 The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

15.2 All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

16.1 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.

17.1 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.

18. CONFLICT OF INTEREST.

18.1 The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. 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.

19. FORCE MAJEURE.

19.1 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.

20. NOTICES.

20.1 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:

To 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

To Contractor:

Jackalope Services LLC dba Bethany J Montlary
601 16th Street C448, Golden, CO 80401

20.2 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.

21.1 his 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.

22.1 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.

22.2 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.

22.3 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.

23.1 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.

23.2 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.

24. RECORDS.

24.1 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.

25. PUBLIC RECORD.

25.1 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

_____ 12/22/25

By: CONTRACTOR

Bethany J. Montlary

APPENDIX "A"

SCOPE OF SERVICES

Airport Terminal Janitorial

Rate: **Annual Budget not to exceed: $79,945. Billed monthly.**

***Busy Season**: approx. December 15 - March. $300 a day*
($300 a day x 108 days = $32,400)

***Slow Season**:* April - November. $185 a day
($185 a day x 257 days = $47,545)

Area Scope: (see attached floor plan for reference).

Included areas:
- All terminal indoor public areas
- Ticketing and Rental car counters
- Hold rooms including "Living room area" and Jet Bridges (Passenger Boarding bridges)
- Baggage Claim
- Ticketing Hall
- TSA Checkpoint queuing hallway
- TSA check point (garbage can service only)
- Restrooms
- Westside staff stairway and 2nd floor hall in front of airline offices/TSA offices

Excluded areas: (Appendix B)
- TSA office
- Airline offices
- TSA checkpoint
- Airline staff side of ticket counters and gate counters
- Rental car offices and backside of Rental car counters
- Mechanical and electrical rooms
- Bar and food preparation area
- Baggage screening
- Baggage make-up
- Airline break-room

Daily (365 days a year)
- Empty all garbage cans and place garbage bags in outside dumpsters
- *Sweep and dust mop wood floors*
- Spot vacuum as needed
- Disinfect and polish all water fountains
- Clean and disinfect entrance doors and sterile area exit doors and glass

- Wipe and disinfect all countertops
- Spot clean all glass as needed
- Wash, fold and return all cleaning towels & mop heads
- Keep cleaning carts & cleaning closets cleaned and organized

Restrooms:

- Remove all garbage and empty feminine waste bins
- Clean toilets including removing hard water stains, disinfecting bowl, seat, stool, and flush handles
- Clean and disinfect partitions tile walls, latch handles and all other touch points
- Clean and disinfect sinks, counter tops, soap dispensers and remove all hard water build up
- Clean mirrors and light fixtures
- *Clean and mop all bathroom floors*

Weekly

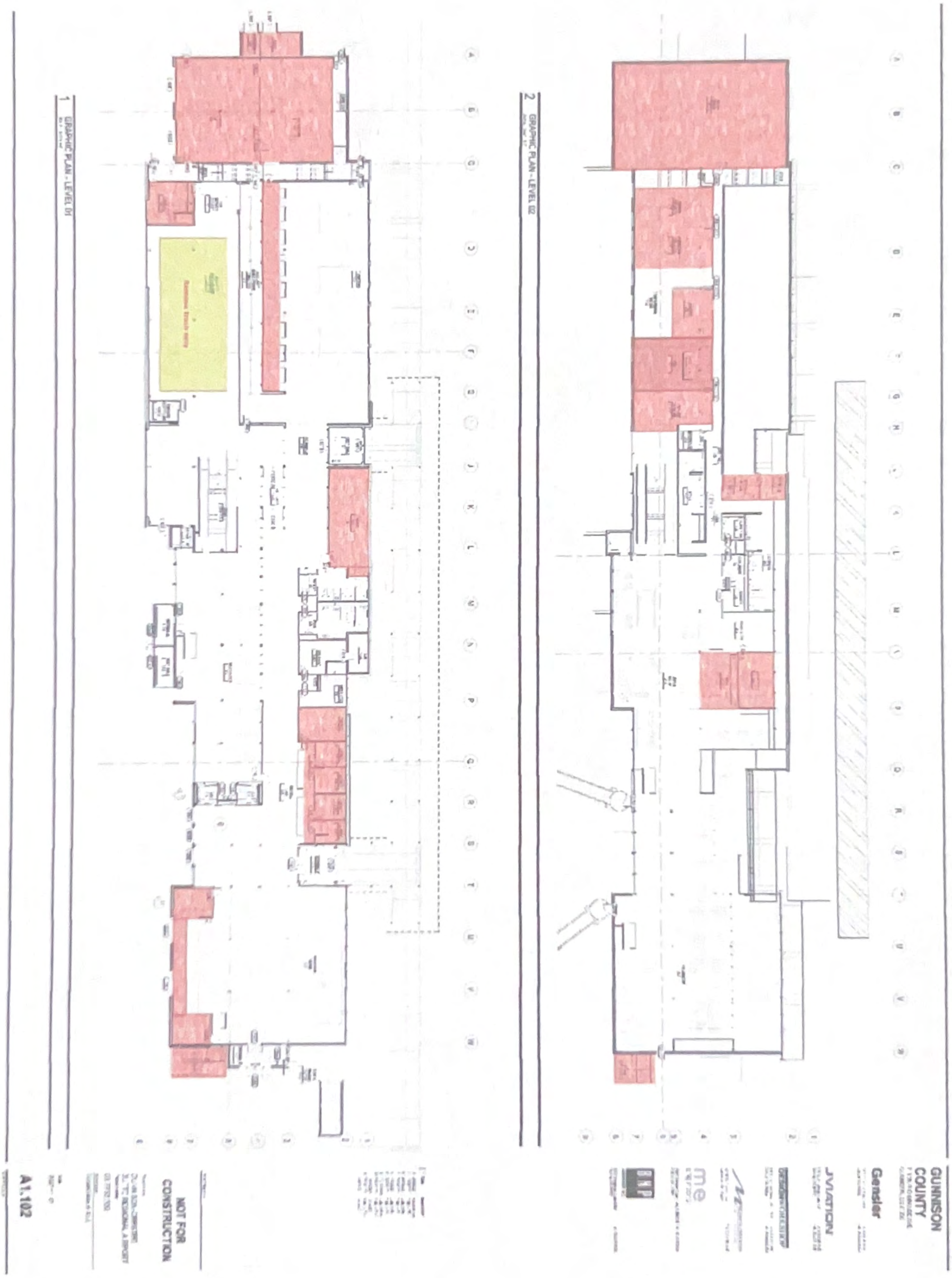
- Clean Westside staff stairway and 2nd floor hall in front of airline offices/TSA
- Clean Jet Bridges (Passenger Boarding bridges)
- Spot clean furniture as needed
- Emptying vacuum bags and cleaning vacuum filters the 1st of each month.

Supplies & equipment purchased by the County.

Report any outages, damages etc. of any services or equipment if or when noticed to Airport Operations/Facilities.

Rate for additional services provided upon request.

APPENDIX "B" Excluded Areas



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Contract Modification; 2026*2711

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Public Health & Environment and Gunnison County HHS

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

Summary:

New contract for Gunnison County and West Central Public Health Partnership (WCPHP) for tobacco funding to support chronic disease prevention activities

Fiscal Impact:

Submitted by: Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/18/2025

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

Comments:
Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2025 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

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State of Colorado Contract Modification
Task Order

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

Task Order Number
1

Main Task Order Contract Number
23 FAA 00023

Task Order Contract Number
2026*2711

Task Order Performance Beginning Date
The later of the Task Order Effective Date or January 1, 2026

Task Order Expiration Date
June 30, 2026

Task Order Maximum Amount
01/01/2026 – 06/30/2026: $210,000.00

Total for All Terms: $210,000.00

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Additional Provisions.
2. Exhibit B – Statement of Work.
3. Exhibit C – Budget.

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

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A – Additional Provisions.
4. Exhibit B – Statement of Work.
5. Exhibit C – Budget.

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**

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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 that Proposal and the Main Task Order Contract. The State shall not make any payment for a Term that exceeds the Task Order Maximum Amount shown above for that Term.

3. **Performance Period**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work on the Project described in the Proposal 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 January 1, 2026, whichever is later.

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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: Joni Reynolds
Joni Reynolds

Date: _____

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: _____

State Controller
Robert Jaros, CPA, MBA, JD

By: Kurt Williams, Controller

Task Order Effective Date: _____

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

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 2026*2711

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: CDPHE Chronic Disease Project Officer via email at cdphe_hpcdp@state.co.us email address.

   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.

   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 the provisions of this Contract.

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **fifteen (15)** 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 **fifteen (15)** 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 **fifteen (15)**

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calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **fifteen (15)** 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.

4. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

5. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

6. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

7. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

   Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

8. If Contractor indicates full expenditure of funds under this Contract by **March 31st** of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than **March 31st** of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by **March 31st**, CDPHE will reallocate unspent funds without any penalties to the Contractor.

   Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

9. Funds provided under this Contract may not be used to: supplant funding for any existing programs/ models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE; stand-alone supplies for community testing and outreach for diabetes, cholesterol, and hypertension include but are not limited to at-home cholesterol or diabetes test kits; blood pressure cuffs

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not part of a loaner program; medications; or other supplies meant to be used at home for disease management or monitoring (continuous glucose monitors, wearables, fitness trackers, etc.).

10. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

11. Publications, presentations, or public events resulting from Amendment 35 Tobacco Grants Program funding must include the following acknowledgment of grant support and disclaimer:

    Funding for this event/project/program was provided (in part) by Amendment 35 Tobacco Education, Prevention and Cessation Grant Program funding. The views expressed do not necessarily reflect the official policies of, nor does the mention of imply endorsement by, the Colorado Department of Public Health and Environment.

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STATEMENT OF WORK

To Original Contract Number: 2026*2711

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

II. Project Description:

This project serves to improve the health of all Coloradans by implementing the Local Public Health Agency (LPHA) Chronic Disease Framework (Framework), delivered through the Contractor ’s service area. The Framework serves as a strategic tool developed by the Colorado Department of Public Health and Environment (CDPHE), in partnership with key stakeholders, to support LPHAs in identifying as well as implementing evidence-based approaches to chronic disease prevention. The project will include capacity-building activities along with evidence-based strategies that provide chronic disease public health services for communities in Colorado. During the Capacity Building phase, the Contractor shall participate in foundational activities, including infrastructure development, needs assessment, in conjunction with equity-centered planning. During the Evidence-Based Strategy Implementation phase, guided by its local readiness, the Contractor shall develop an implementation plan that identifies specific strategies from the Framework to implement with the support along with oversight from CDPHE.

The goal of the project is to support LPHAs in addressing chronic disease prevention and management through capacity building, planning, and implementation of strategies that reduce chronic disease risk factors. All activities will align with the CDPHE Chronic Disease State Plan as well as the Framework. The project lists a **menu of allowable strategies** from the Framework. The Contractor shall submit an individualized Implementation Plan indicating the specific strategies in addition to activities the Contractor plans to implement in Phase 2 of the project. Funding of the project is to ensure alignment with state-level priorities, advance health equity, along with maximizing the efficient use of available resources.

III. Definitions:

1. **Authentic Community Engagement:** A culturally and linguistically responsive process of involving individuals and communities who are most impacted by health disparities in the design, implementation, and evaluation of programs and policies. This includes ongoing, bidirectional dialogue; shared decision-making; and equitable collaborations that value lived experience and community wisdom.
2. **Business Days:** 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.

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3. **Capacity Building Strategies:** continuous, long-term process to develop and strengthen the skills, knowledge, processes, systems, and resources an individual, organization, or community needs to effectively achieve its goals.
4. **CDPHE:** means Colorado Department of Public Health and Environment.
5. **Commercial Tobacco (tobacco)**: Harmful products that are made and sold by tobacco companies. This is distinct from "traditional tobacco" used by Native American people and other groups for religious or ceremonial purposes. Tobacco, in this document, refers to the use of manufactured, commercial tobacco products, not the sacred, medicinal, traditional use of tobacco by Native American people.
6. **Chronic Disease:** A disease that is long-lasting or persistent in its effects, such as cardiovascular disease, cancer, chronic respiratory diseases, and diabetes. Chronic diseases are often associated with modifiable risk factors such as tobacco use, poor nutrition, physical inactivity, and excessive alcohol consumption.
7. **Chronic Disease Community Assessment:** A resource in the LPHA Chronic Disease Framework to help LPHAs assess needs, opportunities, readiness, and community support for addressing the chronic disease burden in the LPHA area.
8. **Chronic Disease State Plan:** The "CDPHE Chronic Disease State Plan 2022–2030" outlines goals, objectives, and priority strategies to reduce the burden of chronic disease in Colorado. This plan serves as a roadmap for coordinated, cross-sector action and informs the priorities of this contract.
9. **Culturally Responsive Practices:** An approach that recognizes the importance of including cultural references in all aspects of service delivery. It involves understanding and respecting the values, beliefs, and behaviors of diverse populations and tailoring services to meet their social, cultural, and linguistic needs.
10. **Email:** means electronic mail.
11. **Health Equity:** The attainment of the highest level of health for all people. Achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and healthcare disparities.
12. **Implementation Plan:** A document developed by the LPHA during Phase 1 of this contract, outlining which strategies and activities will be pursued in Phase 2. The plan includes selected strategies, activities, timelines, staffing plans, budget alignment, and must be submitted to and approved by CDPHE.
13. **Infrastructure Development:** Activities conducted in Phase 1 of this contract to strengthen the LPHA's organizational readiness, capacity, and collaborations necessary for the successful implementation of chronic disease strategies. This includes staffing, planning, training, assessments, and community engagement. May also be referred to as capacity-building.
14. **LPHA:** Local Public Health Agency.
15. **LPHA Chronic Disease Framework (Framework):** Refers to the "LPHA Chronic Disease Framework," a resource created by CDPHE in collaboration with stakeholders

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to guide LPHAs in selecting evidence-based strategies for chronic disease prevention, aligned with state priorities, health equity goals, and funding parameters.

16. **Objective:** A measurable, time-bound statement describing what the Contractor must achieve under this contract. All objectives are to be completed no later than the expiration date of this contract.
17. **Priority Populations:** Communities disproportionately impacted by chronic disease due to systemic barriers, historical disinvestment, or social determinants of health. Priority populations may include but are not limited to: Black, Indigenous, and People of Color (BIPOC); people living with disabilities; LGBTQIA+ communities; low-income populations; rural residents; and immigrants or refugees.
18. **Project Officer:** CDPHE program contact.
19. **Quarterly:**
    i. Quarter 1: July 1 – September 30
    ii. Quarter 2: October 1 – December 31
    iii. Quarter 3: January 1 – March 31
    iv. Quarter 4: April 1 – June 30
20. **Service Area:** the geographic area identified by the Contractor as part of this project.
21. **Social Determinants of Health:** The non-medical factors that influence health outcomes, including education, income, employment, housing, transportation, and access to nutritious food, safe spaces, and healthcare. These determinants contribute to health inequities.
22. **Training and Technical Assistance (TTA):** Training, consultation, or hands-on support provided by CDPHE or its designees to assist LPHAs in building capacity, selecting and implementing strategies, measuring impact, or engaging communities.

IV. Work Plan

Goal #1: Enhance LPHA infrastructure while advancing health equity by completing Phase 1: Capacity Building Strategies, including a comprehensive chronic disease needs assessment, which will guide the selection, leading to the implementation of evidence-based strategies.

Objective #1: No later than the expiration date of this contract, complete Phase 1: Capacity Building Strategies, focusing on a chronic disease-focused community assessment within the defined project timeline, to identify local needs within the Contractor's service area, determine priority populations, followed by the selection of evidence-based strategies from the Framework aimed at chronic disease prevention and management.

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Primary Activity #1: The Contractor shall complete the Chronic Disease Community Assessment to identify the most effective evidence-based strategies within the Contractor's service area that support chronic disease prevention and management.

Sub-Activity #1:

1. The Contractor shall review the Colorado Local Public Health Agency Chronic Disease Framework document to become familiar with the strategies.
2. The Contractor shall conduct the Chronic Disease Community Assessment to identify the most effective evidence-based strategies within the Contractor's service area that support chronic disease prevention and management.
3. The Contractor shall use one of the following options to complete the analysis of the data collected within the Contractor's service area:
    a. The four-step Chronic Disease Community Assessment.
    b. A recently completed data-gathering and analysis tool.
4. The Contractor shall develop a Summary Report that summarizes the findings to support the selection of Phase 2 strategies.
5. The Contractor shall provide a copy of the Summary Report via email to CDPHE.

Primary Activity #2: The Contractor shall implement Capacity Building Strategies identified in the Framework to address the chronic disease burden in Colorado.

Sub-Activity #2:

1. The Contractor shall implement the following Framework strategies to address chronic disease burden in Colorado:
    a. Strategy 1 – Educate Community: Educate the community about the importance of programs and policies that influence chronic disease and reduce health disparities.
    b. Strategy 2 – Data: Encourage, promote, and advocate for participation in state and local data collection to gather critical information and build staff capacity to use local data to communicate health disparities.
    c. Strategy 3 – Community Collaborations: Engage with your community, support and/or lead coalitions, and build collaborations that advance chronic disease prevention and management efforts.
    d. Strategy 4 – Promote Chronic Disease Intervention and Treatment Options: Promote chronic disease prevention and management options (e.g., screening, blood pressure management).
    e. Strategy 5 – Internal Expertise: Build and maintain internal team or staff expertise in chronic disease prevention and management, and deepen an understanding of the root causes of chronic conditions.

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f. Strategy 6 – Funding Requirements: Comply with applicable grant administration duties, including progress reporting and implementation of the evaluation plan for the Framework.

2. The Contractor shall report the required data related to the strategy(ies).

Goal #2: Phase 2: Promote health equity through the implementation of evidence-based strategies outlined in the Framework across social determinants of health, 3+ behavior, chronic disease prevention and management strategies that are culturally responsive, community-driven, based on the assessment results conducted in Phase 1.

Objective #1: No later than the expiration date of this contract, reduce chronic disease risk factors, improve disease management, and promote equitable health outcomes by implementing selected strategies from the Framework, as specified in the approved Implementation Plan.

Primary Activity #1: The Contractor shall continue to implement the Capacity-Building Activities identified in Phase 1 to address the chronic disease burden in Colorado, as outlined in the Implementation Plan.

Primary Activity #2: The Contractor shall implement the Social Determinants of Health strategies from the Framework, as outlined in the Implementation Plan.

Sub-Activity #2:

1. The Contractor shall implement the following strategy(ies), provided those strategies are selected in the Implementation Plan:
    a. Strategy 7 – Physical Environments: Promote access to stable and healthy housing, nutritious food, and safe and connected neighborhoods.
    b. Strategy 8 – Healthcare Access: Increase access to comprehensive, high-quality healthcare and preventative services.

Primary Activity #3: The Contractor shall implement the 3+ Behaviors focused strategies from the Framework, as outlined in the Implementation Plan.

Sub-Activity #3:

1. The Contractor shall implement the behavior-focused strategies identified in the Framework, addressing the following areas, provided these areas are selected in the Implementation Plan:
    a. Tobacco use
    b. Physical Activity

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c. Healthy Eating
d. Alcohol Use

2. The Contractor shall implement strategy(ies), provided those strategies are selected in the Implementation Plan:
    a. Strategy 9 – Tobacco Alignment: Coordinate with those working on the Local Public Health Agency Colorado Tobacco Framework to align efforts for chronic disease prevention.
    b. Strategy 10 – Physical Activity Access: Advance community-level policies and practices to increase safe routes for walking and biking to everyday destinations.
    c. Strategy 11 – Physical Activity Social Supports: Increase social supports for physical activity, such as community-based walking programs, programs integrated into local recreation centers, etc.
    d. Strategy 12 – Breastfeeding: Implement evidence-based policies and activities that achieve continuity of care and supportive environments for breastfeeding families.
    e. Strategy 13 – Healthy Food Access: Advance community-level policies and practices to increase access to healthy foods.
    f. Strategy 14 – Healthy Food Distribution: Improve local and regional distribution and procurement systems for healthy foods and beverages.
    g. Strategy 15 – Sugary Drinks: Decrease access to and consumption of sugary beverages.
    h. Strategy 16 – Alcohol Use- Awareness and Substance Use Supports: Promote healthy, substance-free environments and increase educational efforts and support to reduce excessive alcohol use and foster community well-being.

Primary Activity #4: The Contractor shall implement chronic conditions strategies from the Framework for cardiovascular disease, diabetes, cancer, and pulmonary disease, as outlined in the Implementation Plan.

Sub-Activity #4:

1. The Contractor shall implement the behavior-focused strategies identified in the Framework, addressing the following areas, provided these areas are selected in the Implementation Plan:
    a. Cardiovascular Disease
    b. Diabetes
    c. Cancer
    d. Pulmonary Disease

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2. The Contractor shall implement strategy(ies), provided those strategies are selected in the Implementation Plan:
    a. Strategy 17 – Cardiovascular Disease Education: Advance educational efforts to inform communities to understand issues related to cardiovascular disease, such as blood pressure and cholesterol management.
    b. Strategy 18 – Access to Cardiovascular Disease Programming: Expand access to Self-Measured Blood Pressure (SMBP) Monitoring efforts.
    c. Strategy 19 – Access to Diabetes Programming: Increase access to National Diabetes Prevention Programs (DPP) and accredited/recognized Diabetes Self-Management Education and Support (DSMES) programs by supporting new program development and sustainability of existing programs.
    d. Strategy 20 – Cancer Screening: Increase screening rates for colorectal, lung, breast, and cervical cancers.
    e. Strategy 21 – Access to Cancer Survivor Support: Increase availability and access to cancer survivorship-related resources.
    f. Strategy 22 – Pulmonary Support: Increase access to and utilization of Asthma and Chronic Obstructive Pulmonary Disease (COPD) management programs by increasing screening, referrals, and care coordination.

Primary Activity #5: The Contractor shall implement cross-cutting strategies from the Framework to improve health across multiple behaviors and conditions, as outlined in the Implementation Plan.

Sub-Activity 5:

1. The Contractor shall implement strategy(ies), provided those strategies are selected in the Implementation Plan:
    a. Strategy 23 – Community-Clinical Linkage: Support community-clinical linkages between the community and clinical sectors to improve population health through utilizing LINKAGE strategies and referrals.
    b. Strategy 24 – Screening, Brief Intervention, and Referral to Treatment (SBIRT): Promote integration of SBIRT into chronic disease management education for people with chronic disease.
    c. Strategy 25 – Chronic Disease and Aging: Provide support for addressing co-occurring chronic diseases within an aging population, including considerations for Alzheimer's and Related Dementia.

Standards and Requirements

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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 adhere to the following requirements for the CDPHE Implementation Plan:
    a. Develop an annual CDPHE Implementation Plan outlining the following:
        i. The strategy(ies) on which the project will focus, based on the information collected during the Chronic Disease Community Assessment and other readiness activities.
        ii. The detailed steps Contractor shall take to address the objectives of this agreement.
    b. Develop an annual CDPHE Implementation Plan with the following individuals to adopt and implement prioritized strategies approved by CDPHE:
        i. CDPHE Project Officer.
        ii. CDPHE Subject Matter Expert.
    c. CDPHE will inform the Contractor of necessary modification(s) or provide approval of the CDPHE Implementation Plan within 30 Business Days.
    d. Modify the CDPHE Implementation Plan in collaboration with CDPHE, as needed.
    e. Obtain approval from CDPHE prior to initiating any activities outlined in the Implementation Plan.
    f. Use the CDPHE Implementation Plan template developed by CDPHE.
    g. Use CDPHE-approved TA providers to support activities identified in the CDPHE Implementation Plan.
    h. CDPHE's evaluation of the Contractor's performance will be determined by the Contractor's adherence to the established CDPHE Implementation Plan.
3. The Contractor shall maintain fidelity to evidence-based in conjunction with evidence-informed approaches.
4. The Contractor shall complete the following required tasks that support the project's objectives:
    a. Monitor implementation progress.
    b. Document all programmatic adaptations.
    c. Submit all reports to CDPHE in accordance with the established timelines and reporting protocols.
5. The Contractor shall adhere to the evidence-based strategies in addition to guidelines stated in the Colorado Local Public Health Agency Chronic Disease Framework 2025 document. This information is incorporated and made a part

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of this contract by reference and is available on the following website Colorado Local Public Health Agency Chronic Disease Framework.

6. CDPHE will provide the Contractor with the Quarterly Progress Report template via email no later than 90 Business Days prior to the due date specified in the Deliverable Section, which will include the following:
    a. Activities completed.
    b. Progress towards objectives.
    c. Barriers encountered.
7. CDPHE will provide the Contractor with the Annual Progress Report template via email no later than 90 Business Days prior to the due date specified in the Deliverable Section, which will include the following:
    a. Summary of work completed during the state fiscal year across all goals and objectives.
    b. Barriers encountered.
8. CDPHE will provide the Contractor with the Final Project Report template via email no later than 90 Business Days prior to the due date specified in the Deliverable Section, which will include the following:
    a. Summary of all work completed under this contract.
    b. Key outcomes.
    c. Evaluation results.
    d. Sustainability efforts.
9. The Contractor shall prepare to participate in Learning Community Calls in addition to CDPHE-led training and technical assistance (TTA) activities that support the project's objectives.
10. The Contractor shall prepare to participate in peer learning opportunities facilitated by CDPHE.
11. The Contractor shall prepare to participate in CDPHE-led evaluation efforts that support continuous quality improvement along with statewide learning by:
    a. Developing an evaluation plan.
    b. Complying with data reporting requirements.
    c. Reviewing progress.
    d. Identifying barriers within the Contractor's service area.
12. The Contractor shall notify CDPHE Project Officer within 15 Business Days of the updating the evaluation plan.
13. The Contractor shall, unless otherwise indicated, submit all deliverables to the Project Officer via email at cdphe_hpcdp@state.co.us by the due date listed in the Deliverables Section.

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14. If purchasing gift cards, the Contractor shall, upon request, provide to CDPHE written procedures related to gift card purchasing/handling. At a minimum, procedures shall include the following:
    i. How is the gift card inventory tracked/maintained?
    ii. Gift card storage/safeguards against theft.
    iii. The primary person responsible for securing/distribution of gift cards.
    iv. A gift card distribution log that records:
        1. Each gift card number.
        2. Gift card dollar amount.
        3. Printed name of each gift card recipient.
        4. Signature of each gift card recipient.
15. The Contractor shall develop a media plan with guidance in addition to prior approval from CDPHE prior to:
    a. Placement of any media buys.
    b. Implementation of any communication plan through media mechanisms.
16. CDPHE will approve media plans within 15 Business Days from the submission date.
17. CDPHE will review all deliverables providing feedback via email within 30 Business Days from the submission date of the deliverable.
18. CDPHE will respond via email to all email communications within 5 Business Days from the date of receipt.
19. The Contractor shall prepare to return to CDPHE, by the end of the contract period, all equipment purchased with LPHA Chronic Disease grant funds that is less than three (3) years old, as requested.

Expected Results of Activity(s)

1. Increase capacity to prevent and manage chronic disease.
2. Improve authentic community engagement and cultural responsiveness.
3. Expand implementation of evidence-based strategies within the Contractor's service area.

Measurement of Expected Results

1. CDPHE receives reports demonstrating community assessment completion.
2. CDPHE receives the signed implementation plan that identifies strategies in which the Contract will engage.
3. CDPHE receives documentation on implemented capacity-building and additional strategies.

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4. CDPHE receives Quarterly Progress Reports.
5. CDPHE receives Annual Progress reports.
6. CDPHE receives Final Progress report.
7. CDPHE receives data and measurement reports.

Deliverables

Description	Completion Date
1. The Contractor shall submit a Chronic Disease Assessment summary, including analysis of chronic disease burden and disparities, and identified evidence-based strategies aligned with the LPHA Chronic Disease Framework.	No later than August 30, 2026
2. The Contractor shall submit a draft Implementation Plan.	No later than October 30, 2026
3. The Contractor shall submit a final signed implementation plan.	No later than November 30, 2026
4. The Contractor shall submit an updated, signed annual implementation plan.	Annually, no later than August 30th.
5. The Contractor shall submit quarterly progress reports using a CDPHE-approved template or reporting tool.	No later than 15 Business Days following the last day of each quarter (e.g., October 15, January 15, April 15, July 15).
6. The Contractor shall submit an annual progress report using a CDPHE-approved template or reporting tool.	Annually, no later than July 15th
7. The Contractor shall submit a final project report using a CDPHE-approved template or reporting tool.	No later than July 15, 2029.

V. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Project Officer. 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

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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.

VI. Resolution of Non-Compliance

The Contractor will be notified in writing within **15 (fifteen)** calendar days of discovery of a compliance issue. Within **30 (thirty)** 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 Project Officer 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.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2026*2711

Contractor Name	GUNNISON COUNTY	**Program Contact Name, Title, Phone and Email**	Erika Stoerkel Regional Health Services Supervisor 970-641-7695 estoerkel@gunnisoncounty.org
Budget Period	01/01/2026 - 06/30/2026	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise Accountant 970-641-7679 jwise@gunnisoncounty.org
Project Name	West Central Public Health Partnership (WCPHP) Chronic Disease Pilot Program	**Contract (CT or PO) Number**	CT FHLA 2026*2711

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
Clinical Services Manager	Manages testing, outreach, and assessing the needs of the Gunnison County community by collaborating with partners and reviewing primary and secondary data. 13% FTE	110,926.40	43,284.80	13.00%	6.00	10,023.73

Personal Services

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Regional Health Services Supervisor	Point of Contact for regional grant management, coordinates, completes grant deliverables with regional subcontractors and conducts/manages chronic disease prevention work across the region. 11% FTE	40.92	6.50	115.00	5,453.30
Community Health Manager	Coordinates regional meetings for local public health agency directors, including Chronic Disease pilot regional grant. Provides oversight on contracting, budget, supervision of staff, strategic direction. There are 910 hours available to work based on a 35-hour work week for 6 months. This position is at 35 hours per week. 103 hours/910 hours = 0.113 = 11.32%	53.42	16.65	103.00	7,217.21
Public Health Nurse	Provides updated information via outreach and information sharing, as well as testing and treatment options for chronic disease to Gunnison County community members. 12.5% FTE	45.97	17.41	130.00	8,239.40
WCPHP Intern	Provides data and messaging support for primary and secondary data collection around chronic disease prevention, outcomes, and prevention needs. 12.5% FTE	25.01	4.00	130.00	3,771.30
				Total Personal Services (including fringe benefits)	**34,704.94**

Supplies & Operating Expenses				
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Chronic Disease testing supplies	Final items will be identified and updated after the assessment and strategy selection, but items may include blood pressure cuffs 5x at $100, glucometers 5x at $30, pulse oximeter ranging from $20-100+ x 5; at home cholesterol test kit ranging $49-99 x 5; Digital weighing scale, thermometer, urine test strips $50 x 5; or other items etc. For now, the total amount requested from CDPHE is $2000, but actual supplies will be determined post chronic disease assessment findings. We anticipate there being a need to purchase testing supplies before Phase 2, due to a lack of services, education, and testing available in the Gunnison Valley.	2,000.00	1.00	2,000.00
Registration fees	In-state conference/training registration fees for project personnel to attend STEPP Chronic Disease-approved trainings offered throughout the fiscal year, in order to build chronic disease expertise, equity literacy and professional development 100% cost of registration when a chronic-focused training; for general public health opportunities (Public Health in the Rockies) the percentage allocated not to exceed percentage of attending personnel's FTE on the project. Budgeting for a chronic disease-focused training, costs will be invoiced as allocable for non chronic disease-specific conferences/training/professional development. $300 x 5 staff (Regional Health Services Supervisor, Community Health Manager, Clinical Services Manager, Public Health Nurse, WCPHP Intern). 5 staff x $300 = $1500 x .6032= $904.80	1,500.00	0.60	904.80
Print Media, Onscreen Media, Social Media	Print media to promote chronic education, prevention, treatment: 2 newspaper ads @ $50/ad for community trainings = $100. Additional social media or newspaper ads estimated at $391.5/month x 6 months = $2349. Prior to purchase/placement of all paid media, a media plan must be submitted/approved by CDPHE's STEPP Chronic Disease team for campaign, call-to-action, etc. $100 + $2,349 = $2,449	2,449.00	1.00	2,449.00
Printing/Copying	Copying needs estimated at 100 copies per month based on $5.00/per month: =$5*6 months = $30	5.00	6.00	30.00
Computers/phones	Gunnison County charges $3,670 a year for a computers/phone, or $1,835 for six months. FTE is 60.32%, requesting $1,106.87 for 6 months of computer costs, other funding sources will cover the remainder of the costs. Monthly cost is $184.48/month x 6 months = $1,106.87. Total of 5 employees (Regional Health Services Supervisor, Community Health Manager, Clinical Services Manager, Public Health Nurse, WCPHP Intern) will utilize this line to purchase laptops/phones, at .6032 FTE.	1,835.00	0.60	1,106.87
Office Supplies	Office supplies used only for the project, including pens, paper, paper clips, notepads, printer ink, based on historical costs estimated at $20/month based on historical expenditures.	20.00	6.00	120.00

Community Meal Incentives	Gunnison County staff will include meals only when necessary for two types of events: Community Educational events/sessions and Regional Assessment and Planning Meetings: Here is a description for each of those: 1. Light meals for Chronic Disease prevention/treatment/intervention educational sessions for staff and community members. Estimated $10 per person with 25 attendees ($10 x 25 ppl = $250) at a total of 2 meetings ($500). 2. Meeting food during WCPHP Chronic Disease regional assessment & planning meetings: $10 per person x 25 people x 2 days x 1 meeting =$500 TOTAL: $500 + $500= $1000 Meals for community-facing meetings requiring attendance from Gunnison County LPHA staff, community partners, and external stakeholders supporting Phase 1 assessment and planning. Meals will only be provided when meetings exceed four hours, occur over meal times, or when providing food increases accessibility for community members who must travel long distances across rural counties. Food costs will not exceed allowable rates ($10/person) and will not be used for staff-only meetings. ***Excluded from IDCs**	500.00	2.00	1,000.00
Community Compensation	Compensation for lived experience/expertise provided by diverse community members for community engagement meetings/focus groups for attendees not compensated through employer. TOTAL: $20/event x 50 attendees = $1,150 ***Excluded from IDCs.**	20.00	50.00	1,000.00
Community Mileage	Removing barriers to community engagement by mileage reimbursement: $0.70/mile x 123.34 miles = $86.338 per person * 2 community members = $172.68, estimated at 2 round trips from Gunnison to Crested Butte @ 61.67 miles each for 2 community members. ***Excluded from IDCs.**	0.70	345.36	241.75
Event Supplies	$20 for event supplies (including flipchart paper, markers, signage) per event x 3 events, based on historical costs = $60. Events include TBD trainings in English/Spanish, virtual in English, in Gunnison and Crested Butte, focus groups in the community, and one regional planning meeting. TOTAL = $60	20.00	3.00	60.00

Event Rental	Space rental for two purposes: $100/event x 2, based on historical costs. Events include a to-be-determined chronic disease prevention/intervention training in English/Spanish, as well as focus groups in the community. Total = $100 x 2 = $200. $262 for one two-day rental for regional assessment & planning meeting. The meeting will last two days. TOTAL = $200 + $262 = $462 Event rental costs to support community-facing meetings required for Phase 1 of the Chronic Disease Pilot and STEPP regional activities. Meetings will include regional LPHA partners, community stakeholders, and external collaborators participating in needs-assessment and planning sessions. Rural counties within the seven-county region (Gunnison, Hinsdale, Ouray, San Miguel, Delta, Montrose, Mineral) have limited public meeting spaces; rental fees ensure ADA-accessible, appropriately sized venues when local government or community spaces are unavailable. These are not staff-only retreats; all rented spaces will be used for required community engagement meetings directly tied to grant objectives.	462.00	1.00	462.00
			Total Supplies & Operating	**9,374.42**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Regional travel (estimated at 900 miles) and travel to an in-state conference for professional development (estimated at 700 miles). Staff will be asked to travel to conferences together. IRS rate for mileage reimbursement is $0.70 per mile. TOTAL: $0.70/mile x (900 miles for regional travel)= $630 x .6032 FTE = $380.02 *Increased mileage slightly to account for any unplanned mileage Travel reimbursement for Gunnison County staff participating in required community engagement and Phase 1 activities across the seven-county West Central region. Travel distances range from 1–4 hours one way depending on weather, road conditions, and mountain passes. Mileage and lodging will be used only when necessary to safely attend required community-partner meetings and events, consistent with Gunnison County travel policy. No travel funds will be used for staff-only meetings; all travel will support community-facing activities as described in the project work plan.	0.70	557.00	389.90

Lodging	Regional travel, in-state conference for professional development (will be allocated appropriately to this grant), lodging estimate of $174 depending on location, for 5 staff members (Regional Health Services Supervisor, Community Health Manager, Clinical Services Manager, Public Health Nurse, WCPHP Intern) to lodge x 3 nights = 12 nights. This line covers each staff member having $522 to use for lodging. $522 (for one staff member) x 5 staff members = $2610.00 x 60.32% FTE = $1,574.35 Lodging for Gunnison County staff is only when travel to required community-facing regional assessment and planning meetings exceeds the same-day safe travel limits due to distance, weather, or mountain pass conditions. Lodging will follow Gunnison County travel policy and will not be used for staff-only meetings.	174.00	9.05	1,574.35
Meals/Per Diem	Regional travel, in-state conference for professional development, per diem $81/day (will be allocated appropriately to this grant), 5 staff (Regional Health Services Supervisor, Community Health Manager, Clinical Services Manager, Public Health Nurse, WCPHP Intern) x 3 days = $1215 * .6032 = $732.89	81.00	9.05	732.89
Parking or other Travel expenses	Regional travel, Public Health Conference parking or other allowable travel expense, estimated at $20/day x 4 days. Regional Health Services Supervisor, Community Health Manager, Clinical Services Manager, Public Health Nurse, WCPHP Intern. $80 for four days of travel for one person x 5 staff = $400 x .6032 FTE = $241.28	20.00	12.06	241.28
			Total Travel	**2,938.42**

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Delta County	Personal Services: ($8,836.43); Supplies & Operating Expenses: ($9,450); Travel: ($1,831.3); Contractual: ($0); 20% Indirect Rate: ($3,882.27); Total Budget = $24,000	24,000.00	1.00	24,000.00
Silver Thread Public Health District	Personal Services: ($25,451.50); Supplies & Operating Expenses: ($16,483.84), Travel: ($0); Contractual: ($0); 15 % Indirect Rate: ($6,064.66); Total Budget = $ 48,000	48,000.00	1.00	48,000.00
Ouray County	Personal Services: ($5,004.39); Supplies & Operating Expenses: ($1,122.20); Travel: ($0); Contractual: ($15,744); 10% Indirect Rate: ($2,129.41); Total Budget = $24,000	24,000.00	1.00	24,000.00
San Miguel County	Personal Services: ($10,539.84); Supplies & Operating Expenses: ($3,180.14); Travel: ($2,659.60); Contractual: ($0); 15% Indirect Rate: ($2,270.19); Total Budget = $18,649.77	18,649.77	1.00	18,649.77
Montrose County	Personal Services: ($15,994.58); Supplies & Operating Expenses: ($4,880); Travel: ($0); Contractual: ($0); 15% Indirect Rate: ($3,125.42); Total Budget = $24,000	24,000.00	1.00	24,000.00
Marketing Vendor TBD (e.g., MySidewalk, Credible Mind etc.)	WCPHP is interested in utilizing a marketing vendor or a data visualization platform to spread awareness, data, and strategies with our external partners and community members in ways that are easy to digest. WCPHP will use the assessment time of the first six months to determine which platform(s) we will use.	3,000.00	1.00	3,000.00
Health Navigation platform (e.g., Contexture, CRN)	WCPHP is interested in advancing methods for referral tracking, navigation for our community members suffering from chronic diseases. WCPHP is interested in exploring health navigation platforms like Contexture, CRN, etc., and will utilize the assessment to determine which platform(s) will be used.	2,445.90	1.00	2,445.90
			Total Contractual	**144,095.67**

SUB-TOTAL OF DIRECT COSTS	**191,113.45**
Less: Expenses per OMB 2 CFR 200	
Subcontractor in excess of $50,000	$-
Rent	$-
Equipment in excess of $10,000	$-
Other Unallowable expenses	$2,241.75
Total Expenses per OMB 2 CFR 200	$2,241.75
Modified Total Direct Costs (MTDC)	$188,871.70

Indirect

Item	Description of Item	Percentage	Total Amount Requested from CDPHE
CDPHE-Negotiated Indirect Cost Rate	CY 2025 approved rate: 16.00% of Modified Total Direct Cost (MTDC) -excludes equipment, capital expenditures, charges for parental care, rental cost, participating support cost, and the portion of each sub-award in excess of $50,000. Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs ***Grantee electing to apply 10% to the same base**	10.00%	18,886.55
		Total Indirect	**18,886.55**
		TOTAL	**210,000.00**

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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

DocuSign Envelope ID: 612C2CED-1719-44D6-B730-860FA5691AD2

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: Grant Application; Colorado Opioid Abatement Counc

Action Requested: Other Grant Application Approval

Parties to the Agreement: Colorado Attorney General's Office

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

Summary:

HHS would like to apply on behalf of the West Central Public Health Partnership for funding from the Colorado Opioid Abatement Council Round 4 Funding Opportunity for Regional Behavioral Health Navigation Supports and Services

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: 12/31/2025

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

Comments:
Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

Round 4 Infrastructure Funding Opportunity

Thank you for your interest in the COAC Round 4 Infrastructure Funding Opportunity. All information and application materials can be found on the COAC webpage (opens new tab). Applicants must submit all materials via this form by January 14, 2026, to be considered for funding. Throughout this form, you will see a help button labeled "i" next to some questions. Hover over that button for additional information on those questions.

See the Application Checklist for a list of required and optional materials for this funding opportunity. See the Schedule of Activities for important dates and deadlines. Applications are due by 11:59pm MT on January 14, 2026. Please direct all questions to the Question and Answer Form (opens new tab).

Please Note: this portal does not allow users to save progress, so please prepare to submit all information and attached materials at one time. A full list of the questions included in this form can be found here.

0. Submitter Information

Please provide the name, title, organization, and email of the individual submitting this form.

*First Name Margaret

*Last Name Wacker

*Title West Central Public Health Partnership Co-Coordinator

*Organization Gunnison County

*Email mwacker@gunnisoncounty.org

1. Information on Applicant (Organization)

Entities that are eligible for this funding opportunity include Colorado Regional Opioid Abatement Councils (ROACs), State Agencies/state government entities, and Local Governments that participated in the Colorado Opioids Settlement MOU.

Non-profit and nongovernmental entities are not eligible to directly apply for funding but may be listed as a sub-awardee ("Implementing Organization") on an application submitted by an eligible entity.

The Applicant (Organization) should be the governmental entity or ROAC that will accept the terms of the Award Letter, receive the disbursed funds, be responsible for funds management, and ensure all required reports are submitted. If multiple eligible entities are applying together, please select one entity to serve as the Applicant and all other partners should be listed as Implementing Organizations.

*Name of Applicant (Organization) Gunnison County

*Eligible category of Applicant (Organization) Governmental Entity

*Eligible category of Applicant (Organization)

Select an Option

*Employer Identification Number (EIN): 84-6000770

*Annual Operating Budget of Applicant (Organization): 9,531,845.00

*Specify in which opioid abatement region(s) the Applicant (Organization) is primarily based

Region 14 Southwest (Delta-Gunnison-Montrose-San Miguel-Ouray-Hinsdale)

Other Implementing Organizations (if applicable): Delta County, Montrose County, Ouray County, San Miguel County, Silver Thread Public Health District (Hinsdale County)

1.5. Authorized Signer

The Authorized Signer should be the individual with primary authority to sign agreements on behalf of the Applicant (Organization).

*First Name: Laura

*Last Name: Puckett Daniels

*Title: Gunnison County Chair of the Board of County Commissioners

*Organization: Gunnison County

*Email: ldaniels@gunnisoncounty.org

*Phone: 970-641-7600

2. Mailing Address of Applicant (Organization)

*Street: 200 E. Virginia Ave

*City: Gunnison

*State: CO

*Postal Code: 81230

2.5. Physical Address of Applicant (Organization)

*Is the physical address of the Applicant (Organization) the same as the mailing address listed above?

Select an Option: No

Street: 220 N. Spruce St.

City: Gunnison

State: CO

Postal Code: 81230

3. Details of Project/Program

Applicants are encouraged to only request the amount needed to carry out their proposed project/program as identified in the Workplan. The COAC will consider the size of the request compared to the annual operating budget of the Applicant and Implementing Organizations when making award determinations.

As a general practice, Applicants should not request a funding amount greater than 50% of the total operating budget(s) of the various Implementing Organization(s) involved in the project/program with certain exceptions including but not limited to large capital projects, capital campaigns, or applications with other extenuating factors.

*Title of Project/Program: Building Navigation Infrastructure for Behavioral Health Services on the Western Slope

*Total Funding Amount Requested (maximum of $750,000): 748,993.33

*Under which category do you intend to apply?

Select an Option: Large Award

*Please identify all the Colorado counties this project/program will directly serve

Delta

Gunnison

Hinsdale

Montrose

Ouray

San Miguel

*To which category or categories does this project/program relate:

*To which category or categories does this project/program relate:

Prevention

Overdose Education and/or Naloxone Distribution

Harm Reduction

Recovery Support Services

Treatment and/or Recovery Services for Justice-Involved People

Planning and Coordination

4. Primary Contact

The Primary Contact should be the individual who is primarily responsible for the implementation of the project/program.

*First Name: Margaret

*Last Name: Wacker

*Title: West Central Public Health Partnership Co-Coordinator

*Organization: Gunnison County

*Email: mwacker@gunnisoncounty.org

*Phone number: 970-641-7913

5. Fiscal Contact

The Fiscal Contact must be a representative of the Applicant (Organization) and should be the individual primarily responsible for oversight of awarded funds and annual expenditure reporting.

*First Name: Jody

*Last Name: Wise

*Title: Senior Accountant

*Organization: Gunnison County

*Email: jwise@gunnisoncounty.org

*Phone: 970-641-7679

6. Spending Plan

To ensure Applicants have considered their strategy for using all funds within the 2-year award timeline, please indicate the amount (of the total award) the Applicant (Organization) intends to spend in each of the following periods of the Award Cycle. The figures below should be treated as estimates and may be used for reporting purposes. Applicants are encouraged to follow the spending plan below but may choose to adjust their rate of spending, as needed, throughout the Award Cycle.

The Applicant (Organization) estimates that it will spend the following amounts in:

*month 0-6 of the Award Cycle (in dollars): 14% 104,859.06

*month 7-12 of the Award Cycle (in dollars): 28% 209,719.13

*month 13-18 of the Award Cycle (in dollars): 29% 217,207.06

*month 19-24 of the Award Cycle (in dollars): 29% 217,208.06

7. Application Questionnaire

If answering YES to any of the questions below, please be prepared to provide additional information in the Section II. Application Questionnaire included in the list of required materials.

Please indicate if your application includes any of the following:

*Implementing Organizations other than the primary Applicant (Organization)
Select an Option: Yes

*Direct or in-kind funding matches to support the proposed project/program (hover over the "i" button to the right for examples)
Select an Option: No

*A capital campaign that will require additional fundraising to complete

Select an Option: No

*Purchase or renovation of Capital Assets

Select an Option: No

8. Required Materials

Please submit the following required materials, which are all available on the COAC webpage linked at the top of this form.

*Section I. Executive Summary (150 word limit)

*Section II. Application Questionnaire

*Section III. Narrative

*Section IV. Budget and Workplan

*Section V(a). Organization List of Names and Qualifications of Key Staff

9. Optional Materials

Please upload any optional materials below. Optional materials may include the following: (1) letter of acknowledgment from regional opioid abatement council(s), (2) additional letters of support, (3) organization evaluation results, or (4) complete budget of the project/program

Section V(b). Optional Attachments (upload)

9.5. Application Confirmation

I certify that the information contained in this application is true and complete to the best of my knowledge and understand that all Infrastructure Share funds must be used for Approved Uses as defined in Exhibit E, Schedule B of the national opioid Settlements and more narrowly, only for the Approved Uses as requested in this application.

I agree and certify the information above.

Section II: Application Questionnaire

Download a copy of this PDF. Fill out all the required fields, which should be editable (using Adobe or similar program). Please proceed through the **whole document** to ensure all the required fields are filled in. If you encounter issues, please contact us at coac@coag.gov for assistance.

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Implementing Organizations

This section is to be completed **only if** there is an Implementing Organization other than the Applicant (Organization) involved in the project/program.

Partnerships (across Agencies, Regions, and organizations) are possible and highly encouraged. If the application involves more than one organization, the Applicant should demonstrate (in the Narrative section) evidence of prior interaction and responsible partnership among the various organizations.

Implementing Organization #1 (if applicable)

Name of Entity: Delta County, Public Health Department

Address of Entity: 225 W. 6th Street, Delta Co, 81416

Which Colorado **counties** does this organization primarily serve?

Delta

EIN # of implementing organization (if available):

Under what name is the organization registered/doing business as (DBA) with the Colorado Secretary of State? If the entity is not currently registered with the Secretary of State's Office, please explain.

Delta County

Primary Contact (Name, title, email, phone #):

Jacqueline Davis, Public Health Director, jadavis@deltacountyco.gov, 970-874-2517

Secondary Contact (name, title, email, phone #):

Annual operating budget of the organization (in dollars):

53,890,343.00

In a given 12-month period, approximately what percentage (%) of the organization's funding comes from each of the following categories?

Federal grants:

State grants:

Local grants:

Medicaid billing:

Private insurance billing:

Charging clients directly (if applicable):

Private fundraising:

Other: If selecting "Other" please describe below:

Implementing Organization #2 (if applicable)

Name of Entity: Montrose County, Public Health Department

Address of Entity: 1845 Townsend, Montrose CO, 81401

Which Colorado **counties** does this organization primarily serve?

Montrose

EIN # of implementing organization (if available):

Under what name is the organization registered/doing business as (DBA) with the Colorado Secretary of State? If the entity is not currently registered with the Secretary of State's Office, please explain.

Montrose County

Primary Contact (Name, title, email, phone #):

Mirza Ahmed, Public Health Director, mahmed@montrosecounty.net

Secondary Contact (name, title, email, phone #):

Annual operating budget of the organization (in dollars):

126,071,031.00

In a given 12-month period, approximately what percentage (%) of the organization's funding comes from each of the following categories?

Federal grants:

State grants:

Local grants:

Medicaid billing:

Private insurance billing:

Charging clients directly (if applicable):

Private fundraising:

Other: If selecting "Other" please describe below:

Implementing Organization #2 (if applicable)

Name of Entity: San Miguel County, Health Department

Address of Entity:

Which Colorado **counties** does this organization primarily serve?

San Miguel County

EIN # of implementing organization (if available):

Under what name is the organization registered/doing business as (DBA) with the Colorado Secretary of State? If the entity is not currently registered with the Secretary of State's Office, please explain.

San Miguel County

Primary Contact (Name, title, email, phone #):

Grace Franklin, Health Department Director, gracef@sanmiguelcountyco.gov,970-728-4289

Secondary Contact (name, title, email, phone #):

Annual operating budget of the organization (in dollars):

37,786,511.00

In a given 12-month period, approximately what percentage (%) of the organization's funding comes from each of the following categories?

Federal grants:

State grants:

Local grants:

Medicaid billing:

Private insurance billing:

Charging clients directly (if applicable):

Private fundraising:

If selecting "Other" please describe below:

Other:

Implementing Organization #4 (if applicable)

Name of Entity: Ouray County, Public Health Agency

Address of Entity: 177 Sherman St. Ridgway, CO, 814342

Which Colorado **counties** does this organization primarily serve?

Ouray County

EIN # of implementing organization (if available):

Under what name is the organization registered/doing business as (DBA) with the Colorado Secretary of State? If the entity is not currently registered with the Secretary of State's Office, please explain.

Ouray County

Primary Contact (Name, title, email, phone #):

Kristin Kelley, Public Health Director, kkelley@ourayco.gov, 970-325-4670

Secondary Contact (name, title, email, phone #):

Annual operating budget of the organization (in dollars):

23,399,979.43

In a given 12-month period, approximately what percentage (%) of the organization's funding comes from each of the following categories?

Federal grants:

State grants:

Local grants:

Medicaid billing:

Private insurance billing:

Charging clients directly (if applicable):

Private fundraising:

Other:

If selecting "Other" please describe:

Funding Matches

To be completed **only if** the project/program includes direct or in-kind funding matches.

A "direct" funding match refers to a monetary commitment (*e.g.*, Applicant pledges $50,000 to support the construction of a new facility). An "in-kind" funding match refers to a non-monetary commitment (*e.g.*, Applicant pledges to use 2 existing vehicles to support transportation needs of project/program).

This funding match section is intended only for current or future committed funds (direct or in-kind) that are offered in support of a project/program. Funding matches are not a requirement of application.

Funding Match #1 (if applicable)

Total value of match (in dollars):

Name of entity or entities providing the funding match:

What kind of funding match is this? (drop-down menu) Direct (monetary)

Are these funds from **opioid settlements** or **other sources**?

By what date will the funding match be made available?

Description of funding match:

Funding Match #2 (if applicable)

Total value of match (in dollars):

Name of entity or entities providing the funding match:

What kind of funding match is this? (drop-down menu) In-kind (non-monetary)

Are these funds from **opioid settlements** or **other sources**?

By what date will the funding match be made available?

Description of funding match:

Funding Match #3 (if applicable)

Total value of match (in dollars):

Name of entity or entities providing the funding match:

What kind of funding match is this? (drop-down menu) Combination of Direct and In-kind

Are these funds from **opioid settlements** or **other sources**?

By what date will the funding match be made available?

Description of funding match:

Funding Match #4 (if applicable)

Total value of match (in dollars):

Name of entity or entities providing the funding match:

What kind of funding match is this? (drop-down menu) Direct (monetary)

Are these funds from **opioid settlements** or **other sources**?

By what date will the funding match be made available?

Description of funding match:

Capital Campaign

To be completed **only if** the project/program is a Capital Campaign that requires additional fundraising.

Total cost estimated to **start** the project (in dollars):

Total cost estimated to **complete** the project (in dollars):

Estimated date of fundraising completion:

Current funds raised to-date for the project (in dollars):

List the name of the entities or sources that have contributed to the "current funds raised to-date" (including the amount of funding provided by each entity/source):

Apart from the COAC, please list other entities or funding sources the Applicant intends to pursue to fundraise for this capital campaign:

Capital Assets

To be completed **only if** the project/program involves the purchase or renovation of Capital Assets.

Opioid Funds may be used to finance the purchase or renovation of Capital Assets (see Appendix A: Glossary of Terms, available on the COAC webpage (opens new tab), for a definition of Capital Assets) so long as the assets are used for opioid abatement Approved Uses as described in Exhibit E (opens PDF). Any Capital Asset financed with Opioid Funds shall be used for Approved Uses for a minimum of seven (7) years from the Award Date, notwithstanding an extension of the Award Cycle. Awardees shall provide an annual report in a format determined by the COAC regarding the status of the Capital Asset throughout the five-year period after the conclusion of the Award Cycle. If a Capital Asset is sold or is otherwise no longer used for Approved Uses within the reporting period without the pre-approval of the COAC, the COAC may take remedial action per the COAC Remedial Procedures. The COAC recommends that Capital Assets financed with Opioid Funds be used for Approved Uses for their asset life cycle beyond the seven-year monitoring period.

☐ *Please check this box to indicate that you have read and accept the terms described above.*

Section IV: Budget Template

Colorado Opioid Abatement Council

Round 4 Infrastructure Share Funding Opportunity

Please submit this Budget and Workplan as an Excel document, not a PDF

Name of Project/Program	Building Navigation Infrastructure for Behavioral Health Services on the Western Slope	**Authorized Signer** [Listed on Application] Name, Title, Phone and Email	Laura Puckett-Daniels, Gunnison County Board of County Commissioner Chair, 970-641-4671, & LDaniels@gunnisoncounty.org
Name of Applicant (Organization)	Gunnison County	**Primary Contact** [Listed on Application] Name, Title, Phone and Email	Margaret Wacker, Community Health Manager, 970-641-7913, mwacker@gunnisoncounty.org
Applicant Type (Drop Down List)	Local Government that participated in the Colorado MOU	**Fiscal Contact** [Listed on Application] Name, Title, Phone and Email	Jody Wise, Accountant II, 970-641-7679, JWise@gunnisoncounty.org
Additional Implementing Organizations [If included in Application]	Hinsdale County Public Health (Silver Thread Public Health District), Delta County Public Health, Montrose County Public Health, San Miguel County Public Health, & Ouray County Public Health		

Instructions for Budget

List each planned expenditure	Select from the list of Budget Categories (see Tab 4 for more information)	Please select an Approved Use (Section and Sub Section) for each budgeted item. All budgeted items must align with the list of Approved Uses (known as Exhibit E). To see the complete list of Approved Uses, please see Tab #3 of this Excel or visit https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-B-Approved-Uses.pdf		Provide a description of how the budget line item will be purchased/sourced.	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
Budget Item	**Budget Category** (Drop Down List) See Tab 4 for a description of each budget item	**Approved Uses Section** (Drop Down List) See Tab 3 for complete list of Approved Uses	**Approved Uses Sub-Section** (Drop Down List) See Tab 3 for complete list of Approved Uses	**Subrecipient(s), vendor(s), and/or entities** that will receive funding under this line item	**Description of Item** (See Tab 4 for further instructions based on the "Budget Category" selected) *Please keep this description field clear and concise, including only information that is relevant to the Budget line item.*	**Dollar Amount Requested**
Regional Health Services Supervisor/WCPHP Co-Co	Personnel Services	J. Leadership Planning And Coordina	O. Leadership, planning, and coordination (general)		$89,731.20 annual salary + $44,283.20 Fringe = $134,014.40 at 23% * 2 years	$ 61,646.62
Community Health Manager/WCPHP Co-Coordinator (Margaret)	Personnel Services	J. Leadership Planning And Coordination	O. Leadership, planning, and coordination (general)		$102,338.60 annual salary + fringe $40,768 = 143,106.60 at 10% * 2 years	$ 28,621.32
GRASP Coordinator (Kyle)	Personnel Services	J. Leadership Planning And Coordination	J. Statewide, regional, local, or community planning		$70,481.60 annual salary Fringe $39,665.00 = $110,147.20 at 8% * 1.5 years (January 2027-July 2028)	$ 13,937.66
Gunnison County Health Coalition Coordinator (Reiley)	Personnel Services	J. Leadership Planning And Coordination	J. Statewide, regional, local, or community planning		$68,917.68 annual salary + $21,837.40 fringe = $90,755.08 at 12.5% for 2 years	$ 22,688.77
Immigrant & Justice Involved Navigator/Women/Children support for SUD	Personnel Services	B. Support People in Treatment and Recovery	S. Counseling, peer support, recovery case management, and residential treatment		Behavioral Health Navigators (2 positions) Two Behavioral Health Navigators are budgeted at an hourly rate of	$ 113,037.60
BH Navigation/Peer Support	Contractual	C. Connect People Who Need Help To The Help They Need Connections To Care	2. Screening, Brief Intervention and Referral to Treatment (SBIRT)		$35,000 * 5 communities: Ouray, Delta, Montrose, Hinsdale	$ 350,000.00
Community Resource Network (Digital Platform for Warm handoffs/Referrals)	Contractual	C. Connect People Who Need Help To The Help They Need Connections To Care	11. Expand warm hand-off services to transition to recovery services		$3,000 per site * 10 sites * 2 years	$ 60,000.00
Credible Mind	Contractual	C. Connect People Who Need Help To The Help They Need Connections To Care	O. Connection to care (General)		$13,500 for Year 1; $16,500 for Year 2	$ 30,000.00
iPads	Materials & Supplies	C. Connect People Who Need Help To The Help They Need Connections To Care	O. Connection to care (General)		$500 * 6 counties = $3000	$ 3,000.00
Computer Costs	Materials & Supplies	Administrative Costs (for Approved Uses)			$3500 * 1.485 FTE * 2 years. Computer costs are allocated proportionally based on 1.485 FTE dedicated to the project at $3500 per FTE per year, for a total of $10,395 over two years	$ 10,395.00

Section IV: Budget Template

Colorado Opioid Abatement Council

Round 4 Infrastructure Share Funding Opportunity

Please submit this Budget and Workplan as an Excel document, not a PDF

Name of Project/Program	Building Navigation Infrastructure for Behavioral Health Services on the Western Slope		**Authorized Signer (Listed on Application)** Name, Title, Phone and Email	Laura Puckett-Daniels, Gunnison County Board of County Commissioner Chair, 970-641-4671, & LDaniels@gunnisoncounty.org		
Name of Applicant (Organization)	Gunnison County		**Primary Contact (Listed on Application)** Name, Title, Phone and Email	Margaret Wacker, Community Health Manager, 970-641-7913, mwacker@gunnisoncounty.org		
Applicant Type (Drop Down List)	**Local Government that participated in the Colorado MOU**		**Fiscal Contact (Listed on Application)** Name, Title, Phone and Email	Jody Wise, Accountant II, 970-641-7679, JWise@gunnisoncounty.org		
Basic Need Support	Materials & Supplies	8. Support People in Treatment and Recovery	1. Full continuum of care of recovery services		$3,000 * 6 communities	$ 18,000.00
Messaging-Awareness for Credible Mind Opioid Use Resources	Materials & Supplies	H. Prevent Overdose Deaths And Other Harms Harm Reduction	6. Public education for overdose prevention		$1000* 2 years	$ 2,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
5% Indirect						$ 35,666.35
					TOTAL AMOUNT REQUESTED Maximum of $750,000 allowed	$ 748,993.33

Non-Required Budget Supplemental Question

Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.

*To request a simplified, CSV version of this document for the purpose of screen reader compatibility or related accomodations, please reach out to coac@coog.gov

Section IV: Workplan Template

Colorado Opioid Abatement Council
Infrastructure Funding Opportunity

Instructions for Workplan

1) Select 3 high-level Goals for the project/program (some examples may include "Expand behavioral health services to 3 new counties" or "Establish a new facility" or "Expand access to opioid antagonists among high-risk populations"
2) For each Goal, list 1-5 Activities (some examples may include "Host quarterly calls with governmental partners" or "Expand staffing within the new facility" or "Stock naloxone kits in mobile kiosks"
3) For each Activity, identify the individual and/or organization responsible for completing the activity (this may be the primary Applicant, one of the implementing organizations, or one of the sub-contractors)
4) For each Activity, identify an Estimated Date of Completion (this must fall within 24 months of the Award Date; Round 3 Infrastructure Awards are estimated to be distributed in Summer/Fall of 2025)
5) For each Activity, include a Deliverable (some examples may include "Sign an intergovernmental agreement" or "hire 2 full-time staff members" or "Distribute 2000 naloxone kits")

Goals and Activities should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.*

*Applicants are encouraged to choose Goals and Activities that closely align with their submitted Application. Applicants are also encouraged to reflect on the Approved Uses (see tab 3 of this Excel sheet) when developing these Goals/Activities

Goal # 1:	***By February 2027, strengthen Behavioral Health Navigation and Referral Infrastructure for those suffering from Opioid Use Disorder***
Goal # 2:	***By July 2027, expand access to Behavioral Health Resources Through Credible Minds***
Goal # 3:	***By June 2028, provide Regional Coordination, Technical Assistance, and Sustainability Support***

Goal #1	**By February 2027, strengthen Behavioral Health Navigation and Referral Infrastructure for those suffering from Opioid Use Disorder**			
	Activities (Planned activities to accomplish the Goal)	**Individual and/or Organization Responsible for Completion**	**Estimated Date of Completion**	**Deliverables** [Description of what will be accomplished]
1	Fund and support part-time Behavioral Health Navigators	Gunnison, Hinsdale, Ouray, San Miguel, Delta, and Montrose Counties	Year 1 Q1	Six (6) Behavioral Health Navigator positions that are funded and active
2	Train navigators on CRN, resources, and standardized referral workflows	Regional Health Services Supervisor/WCPHP Co-Coordinator (regional lead) and Community Health Manager/WCPHP Co-Coordinator	Year 1 Q1-Q4	Completed CRN training and onboarding
3	Identify at least 20 community organizations to adopt CRN	Gunnison, Hinsdale, Ouray, San Miguel, Delta, and Montrose Counties with Gunnison County Health Coalition Coordinator leading Gunnison County outreach	Year 1 Q1-Q2	20 organizations contacted and onboarded
4	Train Behavioral Health Navigators, create network maps, CRN forms, referral workflows, and develop guides and templates	Regional Health Services Supervisor (regional standardization) with Gunnison County Health Coalition Coordinator and GRASP Coordinator (Gunnison County implementation and testing)	Year 1 Q1-Q3	Standardized CRN workflows and training materials & forms
5	Conduct partner outreach and promote CRN referrals	Gunnison, Hinsdale, Ouray, San Miguel, Delta, and Montrose Counties with Gunnison County Health Coalition Coordinator and GRASP Coordinator leading Gunnison County partner engagement	Year 1 Q1-Q4	Increased number of referral sites/ partners

Goal #2	**By July 2027, expand access to Behavioral Health Resources Through Credible Minds**			
	Activities (Planned activities to accomplish the Goal)	**Individual and/or Organization Responsible for Completion**	**Estimated Date of Completion**	**Deliverables** [Description of what will be accomplished]
1	Add opioid use disorder resources for prevention, treatment, and recovery to the Credible Mind platform	Regional Health Services Supervisor/WCPHP Co-Coordinator	Year 1 Q1-Q3	Updated Credible Mind platform with local opioid use disorder resources

2	Educate navigators, public health staff, community partners, and community members on how to use the Credible Mind platform for self-navigation	Regional Health Services Supervisor/WCPHP Co-Coordinator with Gunnison County Health Coalition Coordinator and GRASP Coordinator leading Gunnison County educational sessions	Year 1 Q1-Q4	Training material & training records
3	Track user analytics and create review process for updating marketing of service, and which resources to highlight	WCPHP Co-Coordinators	Years 1 & 2 Q1-Q4	Analytics reports and strategic plans based on analytics
4				
5				

Goal #3	By June 2028, provide Regional Coordination, Technical Assistance, and Sustainability Support			
	Activities (Planned activities to accomplish the Goal)	**Individual and/or Organization Responsible for Completion**	**Estimated Date of Completion**	**Deliverables** [Description of what will be accomplished]
1	Facilitate navigator meetings, cross-county collaboration	WCPHP Co-Coordinators	Years 1 & 2 Q1-Q4	Meeting agendas and notes
2	Participate or lead opioid use prevention, treatment, and recovery behavioral health workgroups and coalitions across the region	Gunnison, Hinsdale, Ouray, San Miguel, Delta, and Montrose Counties, WCPHP Co-Coordinators, Gunnison County Health Coalition Coordinator, and GRASP Coordinator	Years 1 & 2 Q1-Q4	Meeting agendas
3	Support behavioral health navigators, public health teams, and community organizations with the use and adoption of CRN and Credible Mind	WCPHP Co-Coordinators, Gunnison County Health Coalition Coodinator and Gunnison County GRASP Coordinator	Years 1 & 2 Q1-Q4	Training meeting agendas
4	Manage contracts, fiscal oversight, reporting on progress measures and outcomes, and deliverables	WCPHP Co-Coordinators	Years 1 & 2 Q1-Q4	Grant reports
5	Create and manage sustainability plan	WCPHP Co-Coordinators	Years 1 & 2 Q1-Q4	Sustainability plan

Section I: Executive Summary (150-word limit) The purpose of the Infrastructure Share is to: "promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado" [Section (G)(2) of Colorado MOU]. The Infrastructure Share is further intended to "meet the needs of rural and underserved populations in Colorado" as described in the Infrastructure Share Policy (opens PDF). Please provide a brief, public-facing description of the proposed project/program and describe how these funds will be used to serve impacted communities in Colorado. All projects/programs must https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-B-Approved-Uses.pdf

The West Central Public Health Partnership proposes a regional infrastructure project to strengthen opioid use disorder (OUD) prevention, treatment, and recovery access across six rural and frontier counties on Colorado's Western Slope. Operating within Region 14 of the State's Regional Opioid Abatement Council, WCPHP addresses shared challenges, including limited workforce capacity, fragmented referral pathways, and geographic isolation. Region 14 has historically been under-resourced and underserved, with limited access to mental health and substance use treatment, long wait times, and few culturally responsive services.

Infrastructure Share funds will support behavioral health navigation infrastructure, regional coordination staff, and shared digital tools to increase access to services. Investments will strengthen the Community Resources Network to improve referral tracking and warm handoffs and expand Credible Mind to increase awareness of OUD and behavioral health resources. These improvements will reduce barriers to care, enhance coordination, and support equitable access for underserved rural communities.

COAC Round 4 Grant Application

Gunnison County is applying on behalf of the West Central Public Health Partnership (WCPHP)
Total Amount of Funding Requested: $748,993.33
Grant Application due to COAC: January 14th, 2026

Section III: Narrative

1. APPLICANT BACKGROUND

The West Central Public Health Partnership (WCPHP) was formed in 2005 by six rural and frontier counties on Colorado's Western Slope, Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel, to strengthen regional public health and behavioral health capacity beyond what any single county could achieve alone. Operating within Health Statistics Region 10 and Region 14 of the State's Regional Opioid Abatement Council, WCPHP coordinates cross-county responses to shared challenges, including limited workforce capacity, fragmented referral pathways, and geographic isolation. These conditions contribute to significant barriers to opioid use disorder treatment and recovery, including limited local services and reliance on out-of-region care. WCPHP collaborates with healthcare providers, behavioral health organizations, and community partners to assess needs and implement coordinated regional strategies addressing opioid use disorder, substance use prevention, and related public health priorities. Gunnison County plays a key role in piloting and implementing systems-level strategies designed for regional replication.

2. PROBLEM STATEMENT

Over the last 10 years, the region's drug overdose death rate has increased from 7.01 deaths per 100,000 residents in 2015 to 19.6 deaths in 2023 (CoHealthViz).
Local resources provide some treatment, referrals, and peer support options. However, these resources are often inconsistent in availability, may have specific eligibility requirements that change with new grant requirements, and there are no inpatient or residential treatment facilities within the region, meaning individuals requiring 24/7 medically supervised care must travel outside their communities.

The WCPHP 2022 Community Health Assessment found that respondents cite cost, not knowing where to go, and difficulty taking time off work as the top barriers to accessing mental health care. These challenges also hinder timely access to opioid-use treatment and harm reduction services. These gaps are exacerbated for our Spanish and Chuj speakers and immigrant community members. Nationally, overdose deaths from all drug causes increased fivefold for women, and women ages 35-44 and 45-54 have the greatest increase in overall deaths (PMCID: PMC11650567). Regionally, women,

children, and immigrants are priorities/underserved populations. Traditionally, women with SUD have been underserved, as most programs are designed for men.

3. DEMONSTRATED NEED

a. According to Gunnison County Coroner data, 12/20 suicides (60% of total suicides) in the year 2023 and 2024 had alcohol present. Of all suicides that occurred via gunshot wounds in the same period, 11/15 (73.3%) had alcohol present. This may highlight how impaired judgment due to substance use, particularly in moments of despair, can lead to irreversible consequences. "To determine SUD trends, several data sets were used. Drug arrest data points to an alarming trend in drug consumption aside from cannabis. Monthly arrests for all other drugs combined have increased from roughly one per month in 2010 to an average of three per month by 2021. The following are estimates of SUD/OUD for Gunnison and surrounding counties: Alcohol Disorder 10-20%; Drug Abuse 5-15%; Mental Illness 15-20% (Colorado Crime Statistics, SAMHSA, 2022)." In our region, a significant number of people live between the federal poverty line and the Self-Sufficiency Standard. Gunnison County estimates between 17% to 31% (2021 Behavioral Health Needs Assessment). This form of chronic poverty is an identified risk factor and is a significant contributor to poor behavioral health outcomes."(from Round 3 app)

b. There are minimal options for opioid use disorder treatment and recovery services in Region 10. Hospital-based behavioral health programs provide some treatment, referrals, and peer support options. However, these resources are often inconsistent in availability, may have specific eligibility requirements that change with new grant requirements, and there are no inpatient or residential treatment facilities within the region, meaning individuals requiring 24/7 medically supervised care must travel outside their communities. Many recovery programs in the region, including peer support groups and outpatient counseling, struggle to sustain operations due to limited local demand, despite ongoing community need. The Gunnison County Behavioral Health Navigation pilot further echoed a lack of shared referral and care coordination infrastructure for the region. Navigators were unable to consistently track referrals or close loops between providers, resulting in delayed or missed services, duplicated efforts, and fragmented support for individuals and families experiencing behavioral health or substance use challenges. This fragmentation is particularly harmful for people at risk of opioid misuse or overdose, who need rapid, coordinated access to care.

4. PROJECT OR PROGRAM REQUEST

a. Our project will serve the six-county WCPHP. Regional assessments, including the 2022 Community Health Assessment and 2024 Behavioral Health Landscape Analysis, identified a critical need for behavioral health navigation infrastructure to connect community members to OUD prevention, treatment, and recovery resources across the region. This request funds 10 positions (7 behavioral health navigators, 2 Gunnison County Coordinators, 2 WCPHP Regional Coordinators), 2 digital platforms (Community Resource Network (CRN) and Credible Mind), and navigation tools (iPads, resource cards, referral tools, and OUD-specific screening forms). Behavioral health navigators will serve as the connectors within the behavioral health system, linking individuals to CRN rather than providing direct care. Coordinators will convene partners, provide administrative support, host trainings, and facilitate regional collaboration. Credible Mind will amplify messaging and enhance awareness of available resources.

   Three major activities will be implemented over two years. Activity one strengthens navigation and referral pathways through CRN onboarding, network mapping, and workflow development. Activity two expands access via Credible Mind, including resource integration, training, analytics, and outreach. Activity three supports cross-county collaboration, technical assistance, adoption support, and development of a sustainability plan in Year 2.

b. Over the past several years, the Gunnison County Community Health Coalition has consistently identified the need to map and clarify pathways to behavioral health resources. A dedicated subgroup assessed barriers to successful access and follow-through, including treatment for OUD, and identified the lack of a shared referral tracking system as a primary obstacle. These findings directly informed the development of this regional project.

   Recently, WCPHP assessments identified gaps in behavioral health access, workforce capacity, and shared referral infrastructure related to OUD prevention, treatment, and recovery. By the conclusion of this 24-month project, measurable improvements are expected across multiple levels. Community members will experience clearer pathways to care, fewer missed referrals, and prompt access to supports while waiting for clinical services. Navigators will benefit from regional coordination and tools like CRN to prevent referral lags and strengthen warm handoffs. Providers and organizations will gain capacity, improved communication, and actionable data to address service gaps. At the regional level, WCPHP and partners will use these insights to guide future investments, workforce development, and service expansion, creating a more coordinated OUD and behavioral health infrastructure.

c. N/A

5. EVIDENCE-BASE FOR APPROACH

Researchers at PHI's Bridge Center in partnership with the Marshall Medical Center in rural Placerville, CA found that when hospitalized patients met with a substance use navigator they were twice as likely to begin FDA-approved alcohol or opioid use disorder addiction treatment, and experienced a 64% lower rate of 30-day unplanned readmissions compared to patients who did not receive navigator support (Campbell, 2025).

Cochran et al. (2023) found that patient navigation for pregnant women who were suffering from opioid use disorder resulted in improvements in treatment engagement and fewer overdoses during pregnancy. In 2018 and 2019, Denver, Colorado, researchers conducted a randomized control trial looking at peer-led family planning to prevent pregnancy for women who were undergoing opioid use disorder treatment and found good feasibility and acceptability with the clients (Rinehart et al, 2021).

Gunnison County's behavioral health navigation pilot connected navigators with 340 unduplicated clients, many from linguistically diverse communities. Two school-based navigators generated over half of all referrals, highlighting the importance of embedded navigation and coordinated care. The pilot showed clear gaps in the absence of a shared referral tracking system, which limited efficiency and follow-through.

Our proposed project will allow our region to build a regional behavioral health navigation infrastructure by implementing a digital referral tracking system, strengthening cross-organizational communication, and increasing navigator capacity across the counties.

6. REGIONALISM

a. The Southwest Colorado Opioid Regional Council (SWCORC, Region 14) has expressed its support for the WCPHP, with Gunnison as the lead to apply for this opportunity to expand behavioral health navigation services for vulnerable populations across our region. WCPHP was granted Round 3 COAC funding, via Gunnison County, to begin building infrastructure with regional funds.

   This proposed project will strengthen the behavioral health navigation capacity specific to opioid use disorder prevention, treatment, and recovery across our six-

county region. While leveraging the knowledge and care of our behavioral health navigators, we will lessen the administrative burden of navigating by utilizing tools like Community Resource Network and Credible Mind. These tools will also allow our data team to understand where more efforts need to be focused or where there may be gaps in messaging and resources. Our teams will be able to improve systems and coordination for our communities with concrete regional data for more or better resources, assessments, and screenings, and also establish potential referral pathways with the best outcomes.

b. All six counties of the Southwest Colorado Regional Council (SWCORC, Region 14), Montrose, Delta, Gunnison, Ouray, Hinsdale, and San Miguel will participate in this in the implementation of these activities. Gunnison County will provide regional staff to support implementation and reporting efforts to the region and to the State. Staffing is also included for all six counties for behavioral health navigation services to connect to prevention, treatment, and recovery services. Funds for enhancing the behavioral health navigation infrastructure through digital platforms like Credible Mind and CRN will increase capacity and enhance service delivery for the region. SWCORC has provided a letter of acknowledgement and support for the West Central Public Health Partnership's proposed project.

7. ACCESS TO CARE

a. Our region's children without health insurance coverage rates are higher than the state's rate (5.7%): Hinsdale 11%, San Miguel 9.9%, Ouray 7.7%, Montrose 7.4%, Delta 7.3%, and Gunnison 6.9%. In 2023, the region's uninsured rate was greater than the state's rate: Ouray 10.7%, Gunnison 11.8%, Hinsdale 12.6%, Delta 13.2%, San Miguel 13.4%, Montrose 14.4%, and the state at 4.6% (WCPHP Behavioral Health Landscape Analysis 2024). In 2025, 25.3% of the region was on Medicaid or Child Health Plan Plus, compared to the state at 21.5%. Additionally, 8.2% of the region was uninsured, higher than the state at 5.9% (CHAS). In 2025, only 53.6% of residents agreed that the current Colorado health care system meets their family's needs, compared to the state's average of 58.5% (CHAS). In 2025, 6.6% of households within the WCPHP counties do not have broadband internet service, compared to the state at 5.3% (CHI). These data points highlight the need for accessible behavioral health care coverage and navigation, [articularly in rural Colorado, where there are fewer resources. All navigation services provided as part of this project will be free of cost.

b. WCPHP regional coordinators and county public health agencies participate and support the Montrose Delta Behavioral Health Task Force and the Delta Mesa Opioid Response Group, coordinated by the Western Area Health Education Center

(Western AHEC). The Gunnison County Community Health Coalition serves as a central convening body where cross-sector partners align opioid and substance use efforts. The Coalition includes more than 20 organizations across healthcare, behavioral health, human services, education, and prevention, supporting coordinated, community-driven action.

Gunnison County's Consortium for SUD prevention, treatment, and recovery services, Grasp, has demonstrated the ability to engage individuals and organizations with diverse backgrounds. Grasp has a strong representation from community healthcare providers, law enforcement, those in active recovery, individuals who currently use substances, and those who have lost someone to deaths of despair. The consortium helps to ensure that people who use drugs and those with a history of drug use have a voice in the creation of programs and policies designed to serve them.

c. SWCORC Region 14 has historically faced under-resourcing, underrepresentation, and underservice compared to other regions in the state. Five counties in this region are designated as frontier or rural with limited access to healthcare services, including mental health and substance abuse treatment. The population is diverse, with individuals from various socioeconomic backgrounds and cultural identities. Due to the remote location and sparse population, resources for behavioral health support are often scarce, leading to long waiting times for appointments and limited availability of culturally appropriate care. Although there have been efforts to address the lack of culturally competent and inclusive services, there is still work to be done. Additionally, services are not offered outside of normal business hours, leaving some residents unable to receive help when needed. People on probation seeking therapists have difficulty connecting with people who can relate to their experiences and who look like them, leaving many to not seek mental health help at all. The lack of diversity among therapists, the lack of overall therapists and substance abuse specialists, and the shortage of therapists seeing people outside of normal business hours are not sufficient to meet the behavioral health needs and will be addressed in this program.

8. SUSTAINABILITY

a. The WCPHP receives funding from various sources to support public health initiatives across multiple counties. Each county contributes $9,600 annually from its budget to support operations and staff capacity. The WCPHP also receives $40,000-$50,000 annually from CDPHE's Office of Public Health Planning and Partnerships, along with $19,750 to support the Regional Child Fatality Review Coordinator's position. Beginning in the current funding cycle, WCPHP will receive $644,000 annually for tobacco prevention, education, and cessation, with funds distributed

across seven counties. In addition, Gunnison, Montrose, Ouray, and San Miguel Counties have funding from the Communities that Care to support prevention efforts for youth and their families.

b. As stated earlier, WCPHP's assessments identified that there are significant gaps in behavioral health and opioid use disorder (OUD) resources across rural resort and frontier communities. In particular, there is a lack of behavioral health navigation, both in general and specific to OUD, which disproportionately impacts rural low-income people, women, children, and immigrant community members. Existing funding does not support the level of need to coordinate, navigate, and systematically integrate effective pathways to connect these vulnerable populations to prevention, treatment, and recovery services. This application aims to increase services to women, children and immigrant community members, and low-income rural residents. Three major activities will be implemented: onboard behavioral health navigators, fund Community Resource Network, and continue Credible Mind funding. COAC funding will support the expansion of Credible Mind by integrating the platform into a regional navigation infrastructure that advances opioid use disorder prevention, treatment, and recovery. Funds will enhance training, outreach, and data-informed use of the platform, ensuring expansion and sustainability without supplanting existing funding.

c. N/A

d. Health Statistics Region 10 has historically been under-resourced, under-represented, and underserved compared to other regions in the state, particularly for women, children, and immigrant populations. There are also gaps in services for Spanish-speaking community members and individuals navigating the criminal justice system. Gunnison Valley Health, located in Gunnison County, has supported Health Coalition efforts through annual contributions of $10,000 toward the Health Coalition Coordinator position. This application aims to address these gaps by expanding services to women, children, and immigrant community members. Three major activities will be implemented: investing in navigator positions to educate and connect individuals to resources, supporting women involved in the criminal justice system for SUD offenses; establishing warm handoffs for referral pathways, and building regional navigation infrastructure and support. These partnerships and investments are intended to maximize impact and sustainability through the unparalleled role of trusted community navigators.

9. EVALUATION

a. This project strengthens regional behavioral health navigation infrastructure to improve access to opioid use disorder (OUD) prevention, treatment, and recovery

services across six rural and frontier counties. By funding trained behavioral health navigators, shared digital platforms (Community Resource Network and Credible Mind), and coordinated referral workflows, the project addresses fragmentation and access barriers

i. Short-term outcomes include:

1. Increased awareness of OUD resources
2. Faster referrals to evidence-based treatment
3. Improved engagement with the priority populations (women, immigrants, and rural community members)

ii. Long-term outcomes include:

1. Increased initiation and retention in OUD treatment
2. Reduced overdose risk through earlier intervention and continuity of care
3. Sustained regional navigation infrastructure
4. Improved equity and efficiency across systems

iii. By embedding navigators across the region, we will create a supported and shared referral and communications system, which will help our community members get connected faster and more effectively to appropriate services. We will track referral pathways and closed-loop communication, which will help systems to become more coordinated and overall lead to better community-level prevention for opioid use disorder.

b. WCPHP will use a mixed-methods evaluation approach centered on both implementation and outcomes. Implementation monitoring will track whether activities are carried out as intended, including hiring and onboarding navigators, partner onboarding t \o Community Resource Network, and completion of trainings, regional coordination of activities, and utilization of Creidble Mind and referral tools.

WCPHP will evaluate outcomes based on any changes in access, coordination, navigation, and engagement with OUD services. Important indicators include referral volume, completion, time from referral to service connection, engagement with prevention messaging, and cross-county coordination outcomes.

Data will be reviewed quarterly by WCPHP staff and partners to assess progress, challenges, and make data-informed improvements to workflows, outreach, and training. The teams will celebrate successes, address gaps in access or equity, and guide continuous quality improvement. WCPHP staff will continue to determine sustainability, future planning, and decision-making around opioid abatement work to ensure long-term success.

c. WCPHP will collect quantitative and qualitative data to support evaluation activities, including individual-level service data, like the number of unpulicated clients served by navigators, number of referrals made, and completed, and referral turnaround time, demographics, and referrals from harm reduction organizations to evidence-based SUD treatment (COAC Metric 8.30).

Digital systems infrastructure data will include the number of orgnaizations actively using Community Resource Network, referral completion rates, cross-county referrals, navigation caseloads, and identified service gaps based on referral patterns and platform analytics.

Community knowledge will be measured by messaging and awareness content on the Credible Mind website, including overdose communication metrics (COAC Metric 7.9), such as views, searches, website visits, shares, and other marketing engagement metrics.

Qualitative and quantitative data will be collected through the digital platforms via standardized reporting tools and screeners, as well as partner input to ensure ongoing quality improvement.

1. Organization List of Names and Qualifications of Key Staff

Margaret Wacker, WCPHP Co-Coordinator, Community Health Manager – 10% FTE

Qualifications:
Margaret is a trained public health practitioner with over 20 years of experience and a Master's in Public Health. She leads the behavioral health navigators, co-coordinates the West Central Public Health Partnership, the Gunnison County Health Coalition, and the early childhood council in Gunnison and Hinsdale counties. Margaret has a wealth of experience in implementing regional projects, designing workflows, and supporting cross-county collaboration.

Role and Contributions to the Project:
Margaret will co-lead the regional implementation of the regional adoption of Community Resource Network and Credible Mind by designing workflows. Deliverables include finalized workflows, training guidance, and platform usage protocols. This role is intentionally scoped at 10% FTE. Long term, Margaret will support sustained regional navigation infrastructure to improve equity and system efficiency.

Erika Stoerkel, WCPHP Co-Coordinator, Regional Health Services Supervisor – 23% FTE

Qualifications:
Erika is a public health practitioner with over 13 years of experience and has a Master's in Public Health. She supervises regional health services, grants, and coordinates multi-county data projects and community health assessments. Erika also coordinates the West Central Public Health Partnership.

Role and Contributions to the Project:
Erika will manage the grant deliverables, oversee evaluation and data collection, and coordinate the onboarding for the behavioral health navigators across the region. She will ensure that the navigators are trained on Credible Mind and Community Resource Network (CRN), and that referral and tracking workflows meet project goals. Monthly, Erika will collect navigator usage data and track referral metrics across six counties. Erika's contributions will support short-term outcomes of increased awareness of OUD resources and improved engagement with the priority populations (women, immigrants, and rural community members). Long term, Erika's efforts will contribute to building a regional digital behavioral health navigation infrastructure using digital tools, with a way to track referral speed and warm handoffs.

Reiley Jones, Gunnison County Health Coalition Coordinator – 12.5% FTE
Reiley is a trained public health practitioner and has her Master's in Public Health. Reiley

coordinates the Gunnison County Health Coalition. Reiley coordinated the Gunnison County Behavioral Health Navigation Pilot.

Role and Contributions to the Project/Program:
Reiley will coordinate quarterly Community Resource Network onboarding sessions with 3-4 Gunnison County community partners throughout the course of the two-year grant. Reiley will coordinate partner engagement and ensure alignment between navigation services and the digital platform at the county level. She will ensure that at least 2 referral pathways are tested and operational per partner. Reiley will implement CRN locally under the guidance of the WCPHP Co-Coordinators, ensuring county-level alignment with the regional navigation workflow. Reiley does not supervise staff, manage the grant, or engage in general coalition work. Due to the limited implementation scope, this role is budgeted for 12.5% FTE.

Kyle Tibbett, Gunnison County Grasp Coordinator – 8% FTE
Kyle has over 5 years of experience working in opioid abatement strategies as the Grasp coordinator with adults and youth. Kyle has facilitated multiple coalitions and consortia in Gunnison County.

Role and Contributions to the Project/Program:
Kyle will provide limited advisory support as the local subject matter expert for opioid abatement strategies. His role will focus on advising navigators and community partners on evidence-based prevention, treatment, and recovery pathways, and supporting alignment with regional opioid abatement priorities. Quarterly, Kyle will review opioid-related resource listings in the Community Resource Network, provide input on at least 1 referral pathway for OUD services, and provide 2 training sessions for behavioral health navigators. He does not supervise staff, manage the grant, lead implementation, or engage in general coalition work. Due to the limited advisory scope, this role is budgeted at 8% FTE. This role supplements but does not replace the operational navigation and coordination staff.

December 17th 2025

To whom it may concern:

On behalf of the Southwest Colorado Opioid Regional Council, we acknowledge and support the West Central Public Health Partnership's intention to apply for Round 4 of the Colorado Opioid Abatement Council Infrastructure Grant. The proposal, *Building Navigation Infrastructure for Behavioral Health Services on the Western Slope*, aligns closely with priorities identified by the Council and the communities of ROAC Region 14 to expand access to care, improve coordination, and strengthen navigation systems across the region.

Through our regional gaps and needs assessment, interviewees have consistently identified limited awareness of available resources, difficulty navigating services, and workforce capacity constraints as significant barriers to accessing critical SUD treatment and recovery services. Individuals and families frequently face complex, fragmented systems with no clear pathways to care, and providers lack shared tools and staffing needed to support effective navigation across the continuum of services.

This proposal directly addresses these challenges by investing in the infrastructure and workforce needed to improve navigation. Expanding a shared resource hub through the Community Resource Network will strengthen regional coordination, improve visibility of available services, and support closed-loop referrals. At the same time, developing and supporting resource navigator roles will build local workforce capacity, ensure individuals receive hands-on assistance to access services, and strengthen sustainability and coordination across organizations.

The Council affirms the value of this proposal and its potential to significantly improve behavioral health navigation, reduce barriers to care, and enhance the effectiveness of existing resources on the Western Slope.

If you have any questions or would like additional information, please contact Grace Franklin at **gracef@sanmiguelcountyco.gov**.

Sincerely,

Grace Franklin

Chair, Southwest Colorado (Region 14) Opioid Regional Council

Ouray County Public Health Agency
Physical location: 177 Sherman Street, Suite 103 · Ridgway, CO 81432 | Mailing address: PO Box 466 · Ridgway, Colorado 81432
970·325·4670 · Fax 970·626-9961

December 15, 2025

To Whom it May Concern,

I am writing on behalf of Ouray County Local Public Health Agency to express our support and participation in a West Central Public Health Partnership (WCPHP) application for the COAC Infrastructure Round 4 grant application through Gunnison County.

Our proposal aims to increase access to services, reduce barriers, and utilize navigation technology to support individuals in need of assistance on the Western Slope.

Through this work, our regional partnership will collaborate with behavioral health providers and other community partners to enhance referral pathways and increase capacity by utilizing digital platforms for navigation. We will also provide training to enhance knowledge and understanding of not only the digital platforms but also the broader behavioral health system. This project is timely and needed to support our community members and their families, who have been impacted by opioids.

Thank you for your consideration.

Sincerely,

Kristin Kelley

Kristin Kelley, BSN, RN (she, her)
Public Health Director

Ouray County, Colorado
Office: 970-325-4670 | Cell: 970-318-1714
177 Sherman St., Unit 103, Ridgway, CO 81432

Department of Public Health and Environment

Letter of Support – WCPHP COAC Grant

December 11, 2025

To Whom it May Concern,

I am writing on behalf of San Miguel County Public Health Department to express our support and participation in a West Central Public Health Partnership (WCPHP) application for the COAC Infrastructure Round 4 grant application through Gunnison County.

Our proposal aims to increase access to services, reduce barriers, and utilize navigation technology to support individuals in need of assistance on the Western Slope.

Through this work, our regional partnership will collaborate with behavioral health providers and other community partners to enhance referral pathways and increase capacity by utilizing digital platforms for navigation. We will also provide training to enhance knowledge and understanding of not only the digital platforms but also the broader behavioral health system. This project is timely and needed to support our community members and their families, who have been impacted by opioids.

Thank you for your consideration.

Sincerely,

Grace Franklin
San Miguel County, Public Health Director

P.O. BOX 949 · Telluride, Colorado 81435 · Office: (970) 728-4289

Hinsdale County Office
304 W. Third St.
P.O. Box 277
Lake City, Colorado 81235
(p) 970.944.0321 | (f) 970.944.1122

Mineral County Office
802 Rio Grande Ave.
P.O. Box 425
Creede, Colorado 81130
(p) 719.658.2416 | (f) 719.658.3001

December 16, 2025

To Whom it May Concern,

I am writing on behalf of Silver Thread Public Health District to express our support and participation in the West Central Public Health Partnership (WCPHP) application for the COAC Infrastructure Round 4 grant through Gunnison County.

Our proposal aims to expand access to services, reduce barriers, and utilize navigation technology to assist individuals in need on the Western Slope.

Through this initiative, our regional partnership will work with behavioral health providers and other community partners to improve referral pathways and increase capacity by using digital platforms for navigation. We will also provide training to enhance knowledge and understanding of both the digital platforms and the broader behavioral health system. This project is timely and vital to supporting community members and their families affected by opioids.

Thank you for your consideration.

Sincerely,

Joni Adelman

Dr. Joni Adelman DNP/MPH, MSN, APRN, FNP-BC, CDCES
Silver Thread Public Health District Public Health Director

Montrose County
Public Health Services
1845 South Townsend Ave.
Montrose, CO 81401
T: 970.252.5067 I F: 970.252.7070
www.montrosecounty.net

December 11, 2025

To Whom it May Concern,

I am writing on behalf of Montrose County Local Public Health Agency to express our support and participation in a West Central Public Health Partnership (WCPHP) application for the COAC Infrastructure Round 4 grant application through Gunnison County.

Our proposal aims to increase access to services, reduce barriers, and utilize navigation technology to support individuals in need of assistance on the Western Slope.

Through this work, our regional partnership will collaborate with behavioral health providers and other community partners to enhance referral pathways and increase capacity by utilizing digital platforms for navigation. We will also provide training to enhance knowledge and understanding of not only the digital platforms but also the broader behavioral health system. This project is timely and needed to support our community members and their families, who have been impacted by opioids.

Thank you for your consideration.

Sincerely,

Mirza Ahmed

Public Health Director

Montrose County

Section IV: Workplan Template

Colorado Opioid Abatement Council
Infrastructure Funding Opportunity

Instructions for Workplan

1) Select 3 high-level Goals for the project/program (some examples may include "Expand behavioral health services to 3 new counties" or "Establish a new facility" or "Expand access to opioid antagonists among high-risk populations"
2) For each Goal, list 1-5 Activities (some examples may include "Host quarterly calls with governmental partners" or "Expand staffing within the new facility" or "Stock naloxone kits in mobile kiosks"
3) For each Activity, identify the individual and/or organization responsible for completing the activity (this may be the primary Applicant, one of the implementing organizations, or one of the sub-contractors)
4) For each Activity, identify an Estimated Date of Completion (this must fall within 24 months of the Award Date; Round 3 Infrastructure Awards are estimated to be distributed in Summer/Fall of 2025)
5) For each Activity, include a Deliverable (some examples may include "Sign an integovernmental agreement" or "hire 2 full-time staff members" or "Distribute 2000 naloxone kits")

Goals and Activities should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.*

*Applicants are encouraged to choose Goals and Activities that closely align with their submitted Application. Applicants are also encouraged to reflect on the Approved Uses (see tab 3 of this Excel sheet) when developing these Goals/Activities.

Goal # 1:	***By February 2027, strengthen Behavioral Health Navigation and Referral Infrastructure for those suffering from Opioid Use Disorder***
Goal # 2:	***By July 2027, expand access to Behavioral Health Resources Through Credible Minds***
Goal # 3:	***By June 2028, provide Regional Coordination, Technical Assistance, and Sustainability Support***

Section IV: Budget Template

Colorado Opioid Abatement Council

Round 4 Infrastructure Share Funding Opportunity

Please submit this Budget and Workplan as an Excel document, not a PDF

Name of Project/Program	Building Navigation Infrastructure for Behavioral Health Services on the Western Slope	**Authorized Signer** [Listed on Application] Name, Title, Phone and Email	Laura Puckett-Daniels, Gunnison County Board of County Commissioner Chair, 970-641-4671, & LDaniels@gunnisoncounty.org
Name of Applicant (Organization)	Gunnison County	**Primary Contact** [Listed on Application] Name, Title, Phone and Email	Margaret Wacker, Community Health Manager, 970-641-7913, mwacker@gunnisoncounty.org
Applicant Type (Drop Down List)	**Local Government that participated in the Colorado MOU**	**Fiscal Contact** [Listed on Application] Name, Title, Phone and Email	Jody Wise, Accountant II, 970-641-7679, JWise@gunnisoncounty.org
Additional Implementing Organizations [If included in Application]	**Hinsdale County Public Health (Silver Thread Public Health District), Delta County Public Health, Montrose County Public Health, San Miguel County Public Health, & Ouray County Public Health**		

Instructions for Budget

List each planned expenditure	Select from the list of Budget Categories (see Tab 4 for more information)	Please select an Approved Use (Section and Sub-Section) for each budgeted item. All budgeted items must align with the list of Approved Uses (known as Exhibit E). To see the complete list of Approved Uses, please see Tab #3 of this Excel or visit https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-B-Approved-Uses.pdf		Provide a description of how the budget line item will be purchased/sourced.	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
Budget Item	**Budget Category (Drop Down List)** See Tab 4 for a description of each budget item	**Approved Uses Section (Drop Down List)** See Tab 3 for complete list of Approved Uses	**Approved Uses Sub-Section (Drop Down List)** See Tab 3 for complete list of Approved Uses	**Subrecipient(s), vendor(s), and/or entities** that will receive funding under this line item	**Description of Item** (See Tab 4 for further instructions based on the "Budget Category" selected) *Please keep this description field clear and concise, including only information that is relevant to the Budget line item.*	**Dollar Amount Requested**
Regional Health Services Supervisor/WCPHP Co-Co	Personnel Services	J. Leadership Planning And Coordina	0. Leadership, planning, and coordination (general)		$89,731.20 annual salary + $44,283.20 Fringe = $134,014.40 at 23% * 2 years	$ 61,646.62
Community Health Manager/WCPHP Co-Coordinator (Margaret)	Personnel Services	J. Leadership Planning And Coordination	0. Leadership, planning, and coordination (general)		$102,338.60 annual salary + fringe $40,768 = 143,106.60 at 10% * 2 years	$ 28,621.32
GRASP Coordinator (Kyle)	Personnel Services	J. Leadership Planning And Coordination	1. Statewide, regional, local, or community planning		$76,481.60 annual salary Fringe $39,665.60 = $116,147.20 at 8% * 1.5 years (January 2027-July 2028)	$ 13,937.66
Gunnison County Health Coalition Coordinator (Reiley)	Personnel Services	J. Leadership Planning And Coordination	1. Statewide, regional, local, or community planning		$68,917.68 annual salary + $21,837.40 fringe = $90,755.08 at 12.5% for 2 years	$ 22,688.77
Immigrant & Justice Involved Navigator/Women/Children support for SUD	Personnel Services	B. Support People in Treatment and Recovery	3. Counseling, peer-support, recovery case management, and residential treatment		Behavioral Health Navigators (2 positions) Two Behavioral Health Navigators are budgeted at an hourly rate of	$ 113,037.60
BH Navigation/Peer Support	Contractual	C. Connect People Who Need Help To The Help They Need Connections To Care	2. Screening, Brief Intervention and Referral to Treatment (SBIRT)		$35,000 * 5 communities: Ouray, Delta, Montrose, Hinsdale	$ 350,000.00
Community Resource Network (Digital Platform for Warm handoffs/Referrals)	Contractual	C. Connect People Who Need Help To The Help They Need Connections To Care	11. Expand warm hand-off services to transition to recovery services		$3,000 per site * 10 sites * 2 years	$ 60,000.00
Credible Mind	Contractual	C. Connect People Who Need Help To The Help They Need Connections To Care	0. Connection to care (General)		$13,500 for Year 1; $16,500 for Year 2	$ 30,000.00
iPads	Materials & Supplies	C. Connect People Who Need Help To The Help They Need Connections To Care	0. Connection to care (General)		$500 * 6 counties = $3000	$ 3,000.00
Computer Costs	Materials & Supplies	Administrative Costs (for Approved Uses)			$3500 * 1.485 FTE * 2 years. Computer costs are allocated proportionally based on 1.485 FTE dedicated to the project at $3500 per FTE per year, for a total of $10,395 over two years	$ 10,395.00
Basic Need Support	Materials & Supplies	B. Support People in Treatment and Recovery	1. Full continuum of care of recovery services		$3,000 * 6 communities	$ 18,000.00
Messaging-Awareness for Credible Mind Opioid Use Resources	Materials & Supplies	H. Prevent Overdose Deaths And Other Harms Harm Reduction	6. Public education for overdose prevention		$1000* 2 years	$ 2,000.00
						$ -
						$ -
						$ -
						$ -

Section IV: Budget Template

Colorado Opioid Abatement Council

Round 4 Infrastructure Share Funding Opportunity

Please submit this Budget and Workplan as an Excel document, not a PDF

Name of Project/Program	Building Navigation Infrastructure for Behavioral Health Services on the Western Slope		**Authorized Signer** **[Listed on Application]** Name, Title, Phone and Email	Laura Puckett-Daniels, Gunnison County Board of County Commissioner Chair, 970-641-4671, & LDaniels@gunnisoncounty.org		
Name of Applicant (Organization)	Gunnison County		**Primary Contact** **[Listed on Application]** Name, Title, Phone and Email	Margaret Wacker, Community Health Manager, 970-641-7913, mwacker@gunnisoncounty.org		
Applicant Type (Drop Down List)	**Local Government that participated in the Colorado MOU**		**Fiscal Contact** **[Listed on Application]** Name, Title, Phone and Email	Jody Wise, Accountant II, 970-641-7679, JWise@gunnisoncounty.org		
						$ -
						$ -
						$ -
						$ -
						$ -
5% Indirect						$ 35,666.35
					TOTAL AMOUNT REQUESTED Maximum of $750,000 allowed	**$ 748,993.33**

Non-Required Budget Supplemental Question

Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.

**To request a simplified, CSV version of this document for the purpose of screen reader compatibility or related accomodations, please reach out to coac@coag.gov*

Expenditures Budget Categories for Infrastructure Fund Applications

Expenditure Categories	Description
Capital Assets (Land, buildings, vehicles, renovations over $50k, Equipment, etc.)	Capital Assets are property having a useful life beyond one (1) year. Capital Assets include, but are not limited to, the following types of assets: - Land, any amount - Land improvements and infrastructure over $50,000 - Buildings constructed or purchased over $50,000 - Build improvements over $50,000 - Rental (leasehold) improvements over $50,000 - Equipment [with per-unit-acquisition cost greater than $10,000 and lifecycle greater than one (1) year] - Vehicles and trailers, any amount
Renovations (less than $50k) - renovations over $50k are "capital assets"	"Renovations" are land improvements, infrastructure/building renovations, or leasehold improvements valued at $50,000 or less; Any renovations over $50,000 should be listed as "capital assets"
Equipment (per-unit cost greater than $10,000 with 1+ year life cycle)	Equipment refers to tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost greater than $10,000 . All other items, valued at $10,000 or less, should likely be categorized as “Materials & Supplies.”
Personnel Services	List all salaried and hourly personnel to perform work for the project/program. Include proposed salaries (calculated as full-time equivalent or FTE). If the salary represents less than 1.0 FTE, please specify the percentage of the staff member's time that will be devoted to the project/program.* In the Attachments portion of the Application, Applicants must submit a List of Names and Qualifications of Key Staff. If the submitted Budget and Workplan proposes new personnel/staff, or expanded funding for existing staff members, please **also** describe the intended role and contributions of the prospective staff members in the attached materials. **If the proposed salary includes fringe benefits (i.e., insurance, paid time off, etc.), please specify how the fringe benefits were calculated, and what percentage of the proposed salary is allocated to fringe benefits.*
Materials & Supplies	Provide quantities of the materials & supplies that will be purchased. Please be as specific as possible. Technology and/or software necessary for the project should be included here unless they meet the threshold for Equipment. Items should be specific and listed individually. Avoid general line items like “office supplies” where possible.
Travel	Please list any expenses related to mileage, fuel, lodging, per diem, or other travel expenses associated with attending the Colorado Opioid Abatement Conference, other professional development opportunities, or the delivery of a project/program involving travel. *Note: Expenses to attend the Colorado Opioid Abatement Conference shall not exceed $1,500 in a given calendar year.*
Contractual	Include any subcontracts that are associated with this budget request. This may include but is not limited to purchase order agreements, contracts for purchase, or contracts for services, including but not limited to consulting, construction, training, or facilitation services. Applicants shall wait until COAC has determined its Awardees before enacting processing expenses associated with the submitted Budget and Workplan. In the Workplan, please describe how subcontractors will be selected, the work they intend to perform, and how costs were calculated.

Facility/Operating Expenses (directly attributable to project/program)	Costs incurred to operate a facility that are directly attributable to a project/program, which may include but is not limited to rent, maintenance, utilities, security, etc. Costs claimed as a direct cost under "Facility/Operating Expenses" may not also be claimed as an Indirect Cost.
Administrative Costs (not to exceed 10% of total budget request)	Administrative Costs are expenses directly associated with the management and oversight of opioid settlement funds. Administrative costs are only incurred or necessary in connection with the receipt or oversight and administration of opioid settlement funds. Administrative Costs include, but are not limited to: •Grant & contract administration •Fiscal oversight, management, and accounting •Legal or audit services related to opioid fund management Administrative Costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less. To calculate the 10% cap on Administrative Costs: Take the total budget request and multiply it by 0.10. That revised figure will indicate the maximum amount of funding that an Applicant can request for Administrative Costs. Note: Administrative Costs are separate from Indirect Costs, which are also defined in this Glossary. Administrative Costs are generally intended for the government entity (Regional Opioid Abatement Council, Local Government, or State Agency) responsible for oversight, reporting, and fiscal management, as described above, whereas Indirect Costs are primarily intended for the organization(s) responsible for delivering a project/program.
Indirect Costs (not to exceed 10% of total budget request)	Indirect Costs are costs incurred in connection with a program or activity that are not readily assignable to a particular program/activity but are necessary to the operation and/or the performance of a program/activity. Indirect Costs may include, but are not limited to: •Facility operation and maintenance •Leadership and human resources staff •Office materials and supplies •Asset depreciation With respect to the Infrastructure Share, Indirect Costs shall not exceed **10%** of the **total funds requested** in the Budget and Workplan. To calculate the 10% cap on Indirect Costs: Take the total budget request and multiply it by 0.10. That revised figure will indicate the maximum amount of funding that an Applicant can request for Indirect Costs. Please note: Indirect Costs are different than Administrative Costs, which are separately defined in this Glossary. Indirect Costs are primarily intended for the organization(s) directly responsible for delivering a project/program, whereas Administrative Costs are generally intended for the governmental entity sponsoring the project/program.
Other	Expenses not under other categories. If you select the Other category, please explain why none of the other Budget Categories were sufficient.

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Approved Opioid Abatement Uses from Exhibit E, Schedule B of the National Opioid Settlements

Section	Section Letter	Section Name	Approved Use Number	Short Name	Approved Uses (Exhibit E, Schedule B)
I. Treatment	A	Treat Opioid Use Disorder	0	Treatment of Opioid Use Disorder (OUD) - (general)	Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use Disorder or Mental Health ("SUD/MH") conditions through evidence-based or evidence□informed programs or strategies that may include, but are not limited to, those that:
I. Treatment	A	Treat Opioid Use Disorder	1	Treatment services adhering to ASAM continuum of care	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.
I. Treatment	A	Treat Opioid Use Disorder	2	Treatment, including Medications for Opioid Use Disorder (MOUD)	Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("ASAM") continuum of care for OUD and any co□occurring SUD/MH conditions.
I. Treatment	A	Treat Opioid Use Disorder	3	Telehealth services	Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
I. Treatment	A	Treat Opioid Use Disorder	4	Opioid treatment programs (OTP) oversight	Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence□based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
I. Treatment	A	Treat Opioid Use Disorder	5	Mobile intervention, treatment, and recovery services	Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
I. Treatment	A	Treat Opioid Use Disorder	6	Trauma-informed care	Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
I. Treatment	A	Treat Opioid Use Disorder	7	Withdrawal management services	Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
I. Treatment	A	Treat Opioid Use Disorder	8	Training on Medication Addiction Treatment (MAT)	Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
I. Treatment	A	Treat Opioid Use Disorder	9	Workforce development - addiction professionals	Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
I. Treatment	A	Treat Opioid Use Disorder	10	Fellowships for addiction medicine specialists	Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
I. Treatment	A	Treat Opioid Use Disorder	11	Workforce development - behavioral health workers	Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas
I. Treatment	A	Treat Opioid Use Disorder	12	Waiver training to prescribe MAT for OUD	Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
I. Treatment	A	Treat Opioid Use Disorder	13	Web-based training curricula	Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
I. Treatment	A	Treat Opioid Use Disorder	14	Dissemination or development of provider curricula	Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.
I. Treatment	B	Support People In Treatment And Recovery	0	Recovery services (general)	Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:
I. Treatment	B	Support People In Treatment And Recovery	1	Full continuum of care of recovery services	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
I. Treatment	B	Support People In Treatment And Recovery	2	Comprehensive wrap-around services	Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
I. Treatment	B	Support People In Treatment And Recovery	3	Counseling, peer-support, recovery case management, and residential treatment	Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
I. Treatment	B	Support People In Treatment And Recovery	4	Supportive/recovery housing and other housing assistance	Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

I. Treatment	B	Support People In Treatment And Recovery	5	Community support services, including social and legal services	Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
I. Treatment	B	Support People In Treatment And Recovery	6	Peer-recovery centers, and events	Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
I. Treatment	B	Support People In Treatment And Recovery	7	Transportation to treatment or recovery programs	Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
I. Treatment	B	Support People In Treatment And Recovery	8	Job services training	Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
I. Treatment	B	Support People In Treatment And Recovery	9	Recovery program expansion	Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
I. Treatment	B	Support People In Treatment And Recovery	10	Non-profit, community, and coalition - support for families	Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
I. Treatment	B	Support People In Treatment And Recovery	11	Stigma education - government staff	Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
I. Treatment	B	Support People In Treatment And Recovery	12	Community-wide stigma reduction	Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
I. Treatment	B	Support People In Treatment And Recovery	13	Culturally appropriate services	Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
I. Treatment	B	Support People In Treatment And Recovery	14	Recovery high schools	Create and/or support recovery high schools.
I. Treatment	B	Support People In Treatment And Recovery	15	Hiring or training of behavioral health workers	Hire or train behavioral health workers to provide or expand any of the services or supports listed above.
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	0	Connection to care (General)	Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	1	Substance use screening and referral	Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	2	Screening, Brief Intervention and Referral to Treatment (SBIRT)	Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	3	SBIRT for young adults in schools, criminal justice, probation etc.	Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	4	SBIRT automation and technology	Purchase automated versions of SBIRT and support ongoing costs of the technology
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	5	Emergency department navigators and on-call teams	Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	6	Training for emergency room staff	Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	7	Hospital linkage to care programs	Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
I. Treatment	C	Connect People Who Need Help To The Help They Need (Connections To Care)	8	Crisis stabilization centers	Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	9	Post-overdose Emergency Medical Systems (EMS) and peer support	Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	10	Peer support specialists and recovery coaches	Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	11	Expand warm hand-off services to transition to recovery services	Expand warm hand-off services to transition to recovery services.
II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	12	School-based supports for parents	Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	13	Recovery-friendly workplaces	Develop and support best practices on addressing OUD in the workplace.
II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	14	Employee assistance for healthcare workers with OUD	Support assistance programs for health care providers with OUD.
II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	15	Non-profit and community - outreach for treatment	Engage non-profits and the faith community as a system to support outreach for treatment.
II. Prevention	C	Connect People Who Need Help To The Help They Need (Connections To Care)	16	Centralized call centers	Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	0	Services for people involved in criminal justice system (general)	Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	1	Pre-arrest diversion strategies	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	1.1	Self-referral strategies such as Angel/PAARI	Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	1.2	Drug Abuse Response Team (DART) or Quick Response Teams (QRT)	Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	1.3	"Naloxone Plus" strategies	"Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	1.4	Law Enforcement Assisted Diversion (LEAD)	Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	1.5	Officer intervention strategies	Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	1.6	Co-responder programs	Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	2	Pre-trial services	Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	3	Treatment and recovery courts with MAT	Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	4	Jail-based treatment, recovery or harm reduction services	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	5	Re-entry from jail treatment, recovery or harm reduction services	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	6	Critical time interventions	Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
II. Prevention	D	Address The Needs Of Criminal Justice-Involved Persons	7	Training on best practices for criminal justice involved persons	Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.
II. Prevention	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	0	Pregnant or parenting women support (general)	Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	1	Treatment, recovery, prevention for pregnant women	Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	2	Treatment and recovery for post-partum women	Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	3	Healthcare worker training on treatment for pregnant women with OUD	Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH condition
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	4	Neonatal abstinence syndrome prevention, treatment, and care	Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	5	Training on NAS (Neonatal Abstinence Syndrome) and plans of safe care	Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	6	Child and family supports for women with Opioid Use Disorder (OUD)	Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	7	Child care services	Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	8	Trauma-informed behavioral health treatment	Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	9	Home-based wrap-around services	Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
III. Additional Areas	E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	10	Services for children impacted by caregiver use	Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.
III. Additional Areas	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	0	Safe opioid prescribing (general)	Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:
III. Additional Areas	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	1	Medical provider education on opioid prescribing	Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
III. Additional Areas	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	2	Provider education on safe opioid prescribing	Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
III. Additional Areas	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	3	Continuing medical education on safe opioid prescribing	Continuing Medical Education (CME) on appropriate prescribing of opioids.
III. Additional Areas	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	4	Non-opioid pain treatment alternatives	Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	5	Prescription Drug Monitoring Program (PDMP)	including, but not limited to, improvements that: 1. Increase the number of prescribers using PDMPs; 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT
	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	6	Prescription Drug Monitoring Program (PDMP) - overdose/naloxone data	Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	7	Electronic prescribing	Increasing electronic prescribing to prevent diversion or forgery.
	F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	8	Pharmacy dispenser education	Educating dispensers on appropriate opioid dispensing.
	G	Prevent Misuse Of Opioids	0	Substance use prevention (general)	Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:
	G	Prevent Misuse Of Opioids	1	Media prevention campaigns	Funding media campaigns to prevent opioid misuse.
	G	Prevent Misuse Of Opioids	2	Evidence-based public education campaigns	Corrective advertising or affirmative public education campaigns based on evidence.
	G	Prevent Misuse Of Opioids	3	Education on safe drug disposal	Public education relating to drug disposal.

G	Prevent Misuse Of Opioids	4	Drug take-back disposal programs	Drug take-back disposal or destruction programs.
G	Prevent Misuse Of Opioids	5	Substance abuse prevention coalitions	Funding community anti-drug coalitions that engage in drug prevention efforts.
G	Prevent Misuse Of Opioids	6	Community coalitions	access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
G	Prevent Misuse Of Opioids	7	Non-profit and community - prevention support	Engaging non-profits and faith-based communities as systems to support prevention.
G	Prevent Misuse Of Opioids	8	School and community prevention and education programs	Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
G	Prevent Misuse Of Opioids	9	School-based or youth-focused programs to prevent drug misuse	School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
G	Prevent Misuse Of Opioids	10	Community-based education or intervention services for at-risk youth & families	Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
G	Prevent Misuse Of Opioids	11	Evidence-informed youth mental health curricula and programs	Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
G	Prevent Misuse Of Opioids	12	Support greater access to mental health services and supports	Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	0	Harm reduction programs or strategies (general)	Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	1	Naloxone - distribution to targeted groups	Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	2	Naloxone - distribution to communities	Public health entities providing free naloxone to anyone in the community.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	3	Naloxone - training and education	Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	4	School staff naloxone training	Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	5	Naloxone - data tracking	Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	6	Public education for overdose prevention	Public education relating to emergency responses to overdoses.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	7	Good samaritan laws - general public education	Public education relating to immunity and Good Samaritan laws.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	8	Good samaritan laws - first responder education	Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	9	Syringe services and other harm reduction efforts for people who use drugs	Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	10	Infection disease testing and treatment	Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	11	Mobile harm reduction and referral services	Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	12	Training in harm reduction strategies	Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	13	Routine clinical toxicology screening and testing	Supporting screening for fentanyl in routine clinical toxicology testing.
I	First Responders	1	First responder education specific to fentanyl and other substances	Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
I	First Responders	2	Wellness and trauma support for first responders	Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.
J	Leadership, Planning And Coordination	0	Leadership, planning, and coordination (general)	Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:
J	Leadership, Planning And Coordination	1	Statewide, regional, local, or community planning	Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment E-14 intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
J	Leadership, Planning And Coordination	2	Data dashboards	A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid‐or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
J	Leadership, Planning And Coordination	3	Infrastructure, staffing at government or not-for-profit agencies	system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
J	Leadership, Planning And Coordination	4	Government oversight and management of opioid abatemement programs	Provide resources to staff government oversight and management of opioid abatement programs.
K	Training	0	Training on opioid abatement (general)	In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:
K	Training	1	Staff training and networking for opioid abatement	Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
K	Training	2	Collaborative cross-systems coordination infrastructure and staffing	Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co‐occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).
L	Research	0	Opioid abatement research (general)	Support opioid abatement research that may include, but is not limited to, the following
L	Research	1	Monitoring, surveillance, data collection and evaluation	Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
L	Research	2	Research non-opioid treatment of chronic pain	Research non-opioid treatment of chronic pain.
L	Research	3	Research on improved service delivery	Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
L	Research	4	Research on novel harm reduction and prevention efforts	Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
L	Research	5	Research on improved detection of mail-based synthetic opioids	Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
L	Research	6	Research for swift/certain fair criminal justice models	Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
L	Research	7	Epidemiological surveillance of OUD-related behaviors	Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
L	Research	8	Qualitative and quantitative research regarding public health risks	Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
L	Research	9	Geospatial analysis of barriers to treatment	Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Statement of Work; Colorado Maternal and Child Hea

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

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

Summary:

This project strengthens Colorado's Maternal and Child Health (MCH) Program, which develops, implements, and evaluates evidence-based local action plans to improve outcomes for women, children,

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: 12/31/2025

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

Comments:
Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

STATEMENT OF WORK

I. Entity Name: Gunnison County Dept of Health and Human Services

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II. Project Description:

This project strengthens Colorado's Maternal and Child Health (MCH) Program, which develops, implements, and evaluates evidence-based local action plans to improve outcomes for women, children, youth, and families. The MCH program includes upstream, population health strategies that improve the lives of the maternal child health population. Every five years, Colorado's MCH Program conducts a state-level needs assessment of the health and well-being of women, children, youth and families to guide state and local public health work and to meet Title V MCH Block Grant requirements. The goal of the assessment is to gather information to understand what issues are facing this population and then to identify seven to ten specific priorities that can be positively impacted by public health work during the next five years. State and local MCH staff use the selected MCH priorities to focus efforts, align resources, and to positively impact the lives of Colorado women or reproductive age (15-44), children and youth including those with special health care needs, and their families.

III. Definitions:

1. **CDPHE –** Colorado Department of Public Health and Environment
2. **CDS:** Children and Youth with Special Health Care Needs Data System
3. **CHAPS –**The Colorado Health Assessment and Planning System
4. **CYSHCN –** Children and Youth with Special Health Care Needs
5. **HCP –** Program for Children and Youth with Special Health Care Needs
6. **MCH –**Maternal and Child Health

IV. Work Plan

Goal #1: Promote healthy outcomes for Colorado women, children and youth.

Objective #2: No later than the expiration date of this 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 MCH, including CYSHCN.

Sub-Activity #1:

1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one (1) or more selected priority(ies) to be implemented, which may include CHAPS.

2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form.
3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.

Primary Activity #2: The Contractor shall either:

a. Participate in the Mid-Year check-in call or;

b. Complete an electronic Mid-Year check-in form.

Standards and Requirements

1. CDPHE will provide progress report templates to the Contractor.
2. The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA's receiving under $50,000. This information is located on the MCH website, www.mchcolorado.org, and is incorporated and made part of this contract by reference.
3. 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.
4. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.
5. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.

Expected Results of Activity(s)

1. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction.

Measurement of Expected Results

1. Completion of the electronic Mid-Year Check-in Call or Form.
2. Completion of the electronic MCH Annual Reporting Form.

Deliverables

Description	Completion Date
1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
2. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

V. Budget

MCH	
Quarter	**Total Payment**
July 1 through September 30 to be paid after September 30	$ 3,931.50
October 1 through December 31 to be paid after December 31	$ 3,931.50
January 1 through March 31 to be paid after March 31	$ 3,931.50
Total	**$ 11,794.50**

VI. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Maternal Child Health Program and Children Youth and Families Branch. 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.

VII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and 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 Maternal Child Health Program, Local Liaison for the Children Youth and Families Branch 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 Purchase Order.

VIII. Attestation

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

_____

Contractor Name (Print) and Title

_____

Contractor Signature

_____Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Trade Contractor Agreement; GeoStabilization Inter

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This contract represents budgeted repairs to CR 12, Kebler Pass, near the 1 mile marker. This soil nailing project will stabilize an area sloughing toward the river.

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: 1/2/2026

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

Comments:
Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2025 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and GeoStabilization International, LLC, a Colorado Limited Liability Company ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

Section 1. Relationship. Each Party agrees to act on the basis of good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner as required by or consistent with the Contract Documents, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed by the Day of Substantial Completion and Final Completion.

Section 2. Definitions. The following definitions shall apply to this Agreement:

a. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

b. A "Change Order" is a written order approved in writing by the County and signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Cost of the Work, or Contract Time, including substitutions proposed by Contractor and accepted in writing by County.

c. "Construction Schedule" is the document prepared by Contractor that specifies the dates on which Contractor plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from County.

d. "Contract" or "Agreement" shall mean this Agreement.

e. "Contract Documents" are those documents and materials which comprise the entire agreement and contract between the County and Contractor, and that consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule Performance and Payment Bond, Notice of Award; Notice to Proceed; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, Change Orders or other such revisions properly authorized after the execution of this Agreement.

f. "Day" means calendar day.

g. "Defective Work" is any portion of the Work that does not conform to either the Contract Documents or the requirements of the County.

h. “Final Completion” occurs on the date when Contractor’s obligations under this Agreement are complete and accepted by County and final payment becomes due and payable. Final Completion shall also mean “final settlement” as that term is used in C.R.S. § 38-26-107, to the extent that this statute applies to this Agreement.

i. “Hazardous Material” is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up.

j. “Law” means a federal, state, or local law, ordinance, resolution, policy, code, rule, or regulation applicable to the Work with which Contractor must comply that is enacted as of the Agreement date, including but not limited to the *Gunnison County Land Use Resolution*, as amended, the Gunnison County Building and Onsite Wastewater Treatment System Codes, as amended and the Gunnison County Standards and Specifications for Roads and Bridges, as amended, as well as applicable Federal and State laws concerning Hazardous Materials, workers’ compensation, occupational safety and health, Colorado labor and materials, and equal employment opportunity. “Law” shall also include any local, state, and federal public health orders in effect or instituted during the term of this Agreement.

k. “Others” means County’s other: (a) contractors/constructors/Contractors, (b) suppliers, or (c) subcontractors; and others employed directly or indirectly by (a), (b), or (c) or any of them or for whose acts any of them may be liable.

l. “Overhead” shall mean (a) payroll costs and other compensation of Contractor’s employees in Contractor’s principal and branch offices; (b) general and administrative expenses of Contractor’s principal and branch offices including charges against Contractor for delinquent payments; and (c) Contractor’s capital expenses, including interest on capital used for the Work.

m. “County’s Program” is an initial description of County’s objectives that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

n. The “Parties” are collectively County and Contractor. “Contractor” shall also mean “contractor” as defined in C.R.S. § 38-26-101 to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

o. The “Project,” as identified in this Agreement, is the subject of the Work to be performed by Contractor under this Agreement. It may also include improvements to be undertaken by County or Others.

p. "Project Schedule" is a schedule that shows the timing and sequencing of any design and construction required to meet the time criteria as set forth in this Agreement.

q. A "Subcontractor" is a person or entity retained by Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a portion of the Work, and may include a person as that term is used in C.R.S. § 38-26-107, to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement. The term Subcontractor does not include any separate contractor employed by County or any separate contractor's subcontractors.

r. A "Supplier" is a person or entity retained by Contractor to provide material or equipment for the Work, and may include a person as that term is used in C.R.S. § 38-26-107, to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

s. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of the Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

t. The "Work" or "Scope of Work" means the construction, development, design, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation, or other public work of the County, or any aspect or component thereof, to the extent C.R.S. § 38-26-101 and Article 26 of the Colorado Revised Statutes applies to this Agreement, as outlined in Section 3 and Exhibit A to this Agreement, or the provision or supply of any good or service as outlined in Section 3 and Exhibit A to this Agreement, to the extent that C.R.S. § 38-26-101 and Article 26 of the Colorado Revised Statutes do not apply to this Agreement. "Work" shall include the furnishing of all supervision, labor, equipment and materials to complete the Work and in furtherance of or completion of the Project.

u. "Worksite" means the area of the Project location identified in this Agreement, or in Exhibit A to this Agreement where the Work is to be performed.

Unless otherwise specifically defined in this Agreement or in the Law, any undefined terms that have well-known technical, industry or trade meanings shall be interpreted in accordance with their well-known meanings. Otherwise, such undefined terms shall have their plain and ordinary meaning.

Section 3. Scope of Work. Contractor shall perform the Work in furtherance or completion of the Project in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 4. Agreement Price. The County represents that it has appropriated the money necessary to fund the Work. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written Change Order, the total sum not to exceed two hundred and sixty seven thousand Dollars ($267,000.000) (the "Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, the Contract Amount shall not increase except by either 1) a written Amendment to this Agreement signed by the Parties, or 2) a Change Order accepted and approved by the County..

Section 5. Non-Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation. Any Change Order that would result in increasing the Contract Amount beyond what the County has appropriated to fund this Agreement shall be ineffective and not acted upon by Contractor unless and until the County appropriates sufficient funds to cover the cost of such Change Order.

Section 6. Progress Reports; Times and Methods of Progress Payment.

a. Progress payments shall be made in proportion of the Work completed and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly invoice.

i. If payments are passed upon a proportion of Work completed, Contractor shall develop a system of cost reporting for the Work, including regular monitoring of the costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to County at mutually agreeable intervals.

b. If the County objects to any invoices submitted by Contractor, the County will notify Contractor in writing giving the reason(s) for such objections within fourteen (14) days of receipt of such invoice.

c. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by a progress payment, whether incorporated in the Project or not, will pass to County upon receipt of such payment by County, free and clear of all liens, claims, security interests, or encumbrances.

d. If the County fails to make payments due Contractor within thirty (30) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 7. Open Book Basis; County Access and Audit Rights.

a. This Agreement ☐ shall not be performed on an Open Book Basis. For purposes of this Agreement, "Open Book Basis" means that Contractor shall maintain and make available to County, upon request, all books, records, contracts, subcontracts, receipts, invoices, payroll records, and other documents (collectively, "Records") related to the costs (including but not limited to Actual Costs, if applicable) and performance of the Work under this Agreement.

b. If Open Book Basis applies to this Agreement, the County shall have the right, upon reasonable notice, to inspect, audit, and copy any and all Records maintained by Contractor and its subcontractors and suppliers related to the Work. Such right of inspection shall continue for a period of not less than three (3) years after final completion of the Project or termination of this Agreement.

Section 8. Retainage. The County may retain an amount equal to five percent (5%) of all progress payments until the Project is completed satisfactorily and finally accepted by the County ("Retainage"). County may reduce Retainage at any time. County may further release Retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work County has accepted, after County has received sufficient evidence of Contractor's full and complete satisfaction of all payment(s) owed to Subcontractor pursuant to this Agreement, as determined by the County in its sole discretion, such as executed lien releases.

Section 9. Final Payment. Final Payment, consisting of the unpaid balance of the Original Contract Amount, subject to any amendments to this Agreement under Section 4 Agreement Price, and any remaining Retainage, shall be due and payable when the work is fully completed. Before issuance of Final Payment, County may request satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid or otherwise satisfied, including but not limited to releases or waivers of liens from any Subcontractors or Suppliers. Final Payment may not occur until the Parties comply with their obligations under C.R.S. §§ 24-91-103, 38-26-105 to -107, to the extent such statutory provisions apply to this Agreement. As a further condition of Final Payment, the County may require Contractor to provide a list of all Subcontractors and Suppliers and their respective contact information.

Section 10. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The County shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Agreement and C.R.S. § 38-26-107, as applicable and as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the County for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the County and final payment to

Contractor, is hereby waived by Contractor on behalf of itself and any Subcontractor, laborer, materialman, Supplier, manufacturer or other person.

Section 11. Commencement and Completion of Performance. This agreement shall run for the term of December 16, 2025 through June 15, 2026. The services called for shall commence on the date specified in Exhibit A. Contractor shall commence any work requested by the County within ten (10) days of notification by the County. In the event Contractor fails to commence work within this time period, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. The County will charge Contractor and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the County in connection with any work accomplished after the specified completion date.

Section 12. Liquidated Damages. The Parties agree that this Agreement ☐ shall not provide for the imposition of liquidated damages based on the date of Final Completion.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to one or more of the following, and Contractor has given written notice of such delay to the County within three (3) business days of such delay:

a. such delay is caused by a Change Order issued by the County; or

b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 13. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party ("Default"), provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar Days' written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the County for its convenience, provided Contractor receives proper notice of termination and payment for all services provided and materials ordered.

c. Upon receipt of a termination notice pursuant to either paragraphs a. or b. above, Contractor shall promptly discontinue the Work (unless the notice directs otherwise), and then County, without prejudice to any other rights or remedies, may: (a) take possession of the Worksite; and (b) complete the Work utilizing any reasonable means. Upon a Default by Contractor, County may also: (a) withhold payment due to Contractor; (b) as the County deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the Default, and charge Contractor the costs and expenses, including reasonable overhead, profit, and reasonable attorneys' fees. In the event of an emergency affecting the safety of persons or property, the County may immediately commence and continue satisfactory correction of a Default without first giving written notice to Contractor, but shall give Contractor prompt notice.

d. If Contractor files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Contractor or Contractor's trustee rejects the Agreement; (b) a Default has occurred; or (c) Contractor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

Section 14. Taxes, Licenses, and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and Subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates.

Section 15. 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 County. Contractor does not have any authority to bind 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 the County.** Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof. Further, **Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.**

Section 16. Indemnification. Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with Contractor's

negligent prosecution of this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Contractor, or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as is permitted to satisfy that intent.

Section 17. Insurance. Contractor agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Contractor, pursuant to Section 5 of Exhibit A, Additional Insurance Requirements. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 5of Exhibit A, by reason of its failure to procure and maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

In addition to those requirements set forth in Section 5 of Exhibit A, Contractor shall procure and maintain, during the life of this Agreement, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to or destruction of property, including the County's property during the policy period.

The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by this Paragraph shall be endorsed to include the County, its officers, agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the polic(ies) required by this Paragraph shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the Work. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be on file with the County two (2) weeks prior to the date of the Contract and shall be sent to:

Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

It is the affirmative obligation of the Contractor to notify the County of the cancellation or material change to any insurance policy required under this Agreement within two (2) business days of such event. Failure to do so shall constitute a breach of this Agreement.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Section 18. Performance and Payment Bond. Contractor shall provide to the County, prior to commencement of the Work, a Performance and Payment Bond acceptable to the County in the full amount of the contract Dollars ($267,000.00), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor shall obtain such bond on the County's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the County and any manufacturer or supplier.

Such bonds shall be issued by a surety company holding a certificate of authority to conduct surety business in the state in which the Project is located and must be acceptable to County. The County's acceptance shall not be withheld without reasonable cause. Contractor shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Date of Final Completion, though Contractor shall require that its surety waive any requirement to be notified of any alteration or extension of time.

Should an Extension(s) or Amendment(s) be completed on this Agreement that increases the amount of the compensation, the Contractor shall request additional bonding capabilities from their surety to reflect the amended contract amount as required by C.R.S. § 38-26-106 and the Contractor shall be responsible for paying any fees associated with the increase in the bonding amount. The County shall not be responsible for nor pay for any bonding fee increases.

For the avoidance of doubt, the County will not agree to accept collateral, security or other form of surety which requires the County to collect or dispose of any collateral in order to secure payment or performance under this Agreement. The failure of the County to ensure Contractor's procurement of bond(s) pursuant to this section prior to commencement of the Work shall not be deemed a waiver by the County of its rights and remedies under this Agreement.

Section 19. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and, to the extent applicable, 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.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary

limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, as provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as from time to time amended.

Section 20. Prohibited Terms. Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

Section 21. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of Final Completion of Contractor's Work , as provided by this Agreement ("Warranty Period"), excluding ordinary wear and tear . Contractor shall correct installation defects on County-furnished and County-installed materials and equipment during the Warranty Period. To the extent products, equipment, systems, or materials incorporated into the Work are furnished by County, they shall be also covered by any warranty of the manufacturer(s). Contractor shall assist County in pursuing warranty claims. Unless otherwise not required by County, Contractor shall obtain all necessary certificates of inspection, testing, or approval and deliver them to County. Contractor shall collect all written warranties and equipment manuals and deliver them to County in a format selected by County. With the assistance of County's personnel, and to the extent necessary for the Project, Contractor shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

Section 22. Subcontractors. All contracts between Contractor and Subcontractors shall conform explicitly to all applicable provisions of this Agreement and the Contract Documents. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of Progress and Final Payments from the County, Contractor shall disburse the same immediately to subcontractors without any requirement of the County to supervise the same. The County may, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or Final Payment. Contractor shall not retain any Subcontractor or Supplier to whom County has a reasonable and timely objection. County may propose subcontractors or suppliers to be considered by Contractor. Contractor shall be solely responsible for the management of Subcontractors and Suppliers in the performance of their work. Except as expressly provided in this Section, no contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

a. *Contingent Assignment of Subcontract*. If this Agreement is terminated, each subcontract agreement shall be assigned by Contractor to County, subject to the prior rights of any

surety, and provided that County accepts such assignment, after termination by notifying in writing Contractor and Subcontractor or Contractor and Supplier, and assumes all rights and obligations of Contractor pursuant to each subcontract or supply agreement. If County accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension. Contractor shall include a provision in its Subcontract and Supplier agreements that Subcontractor and Supplier is obligated to accept contingent assignment.

b. *Payment by County to Subcontractors*. Notwithstanding any other provision of this Agreement, County shall have the right, but not the obligation, to issue payment for any portion of the Work directly to any subcontractor, supplier, or other co-contractor (collectively, "Co-Contractors") engaged by Contractor in connection with the performance of this Agreement, or to both Contractor and any Co-Contractor jointly. Any such direct payment shall be deemed made on behalf of the Contractor and shall reduce, on a dollar-for-dollar basis, the amount owed by County to Contractor under this Agreement. Contractor expressly authorizes such payments and agrees that issuance of direct payment by Payor to any Co-Contractor shall not relieve Contractor of any duty, obligation, or liability under this Agreement or to deem the County liable or responsible to any Co-Contractor, including but not limited to the responsibility to ensure timely and proper performance of the Work and full payment to all Co-Contractors. Contractor shall indemnify and hold County harmless from any claims, liens, or demands arising out of or related to amounts due to Co-Contractors not paid by Contractor except to the extent of direct payments made by Payor.

Section 23. Change Order. County, without invalidating this Agreement, may order in writing changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions to the Work, which may or may not require adjustment of the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this Agreement. There shall be no increase in price or change in the Scope of Work described in this Agreement without a written Change Order issued by the County.

Section 24. Amendment. This Agreement may be amended from time to time by agreement between the Parties . No amendment, modification or alteration of this Agreement shall be binding upon the Parties unless the same is in writing and approved by the duly authorized representatives of each Party.

Section 25. **Compliance With Laws**. Contractor shall comply with all Laws at its own costs. Contractor shall be liable to County for all loss, cost, and expense, attributable to any acts or omissions by Contractor, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. To the extent applicable, Contractor shall comply with C.R.S. § 8-17-101 regarding the employment of Colorado labor on the project, and to the extent Contractor can establish a waiver under that statute, shall reimburse County to the extent permitted by law with regarding to posting notice regarding such labor.

Section 26. **Safety of Persons and Property**. Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation

does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

a. Contractor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

1. its employees, Subcontractors, employees of Suppliers, County personnel, visitors and other persons at the Worksite;

2. materials, supplies, and equipment stored at the Worksite; and

3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

b. If County deems any part of the Work or Worksite unsafe, County, without assuming responsibility, may require Contractor to stop performance of the Work or take corrective measures acceptable to County in its sole discretion, or both. If Contractor does not adopt corrective measures, County may perform them and reduce by the costs of the corrective measures the amount of the Original Contract Amount. Contractor agrees to make no claim for damages, or compensation based on Contractor's compliance with County's reasonable request under this subparagraph.

c. Contractor shall promptly remedy damage or loss which arises from the Work to the extent caused by the negligent or intentionally wrongful acts or omissions of Contractor, or anyone for whose acts Contractor may be liable, including but not limited to Subcontractors, except Contractor is not required to remedy such damage or loss that is attributable to acts or omissions of County or anyone for whose acts County may be liable.

d. In any emergency affecting the safety of persons or property, Contractor shall act in a reasonable manner to prevent threatened damage, injury, or loss.

e. Contractor shall take all reasonable steps to protect the Project from damage due to inclement weather, including but not limited to snow removal.

Section 27. Materials Brought to Worksite. Whether obtained by Contractor, Subcontractors, County, or Others, Contractor is responsible to make Safety Data Sheets ("SDS") pertaining to materials or substances used or consumed in the performance of the Work available to County and Subcontractors, unless this requirement is waived by County. Contractor shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Contractor. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses arising out of or relating to the delivery, handling, application, storage, removal, and disposal of materials and substances brought to the Worksite by Contractor. This paragraph shall survive the completion of the Work or Agreement termination.

Section 28. Hazardous Materials. Contractor shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed,

rendered, or determined to be harmless by County as certified by an independent testing laboratory and approved by the appropriate governmental agency, so long as the introduction of such Hazardous Material at the Worksite was not due to any action or inaction by Contractor. If, after commencing the Work, Hazardous Material is discovered at the Project, Contractor shall be entitled to immediately stop Work in the affected area. Contractor shall promptly report the condition to County and, if required, the governmental agency with jurisdiction. Contractor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Unless the introduction of such Hazardous Material at the Worksite was due to any action or inaction by Contractor, County shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Unless the introduction of such Hazardous Material at the Worksite was not due to any action or inaction by Contractor, such measures shall be the sole responsibility of County, and shall be performed in a manner minimizing any adverse effect upon the Work. If the introduction of a Hazardous Material was due to an action or inaction by Contractor, then Contractor will be solely responsible for such testing and remediation.

Section 29. Additional Worksite Rules.

a. The County shall have the right to require Contractor to immediately remove from the Project any employee of Contractor or of its Subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to such employee, is guilty of improper conduct, or is not working in cooperation with Others, Subcontractors or Suppliers.

b. At the completion of the Work, Contractor shall remove or have removed from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

c. Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials.

d. Contractor shall engage in all reasonable efforts to mitigate, minimize and confine dust, noise and debris resulting from construction activities at the Worksite.

Section 30. County Occupancy or Use of Completed or Partially Completed Work. County may use completed or partially completed portions of the Work when (a) appropriate insurer(s) or sureties consent to the occupancy or use, and (b) appropriate public authorities, including the County, authorize the occupancy or use. Such partial occupancy or use shall constitute Final Completion of the Work. Contractor shall not unreasonably withhold consent to partial occupancy or use.

Section 31. Suspension by County for Convenience. County may order Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for its convenience. Should such suspension last more than ninety (90) Days, Contractor may terminate this Agreement pursuant to Section 13 Termination.

Section 32. Assignment. Contractor shall not assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 33. Nondiscrimination. The Contractor shall not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, Subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry, as provided by C.R.S. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Laws concerning non-discrimination.

Section 34. Ethics. Consistent with Colorado law, including but not limited to C.R.S. § 24-18-101 et seq., each Party shall avoid conflicts of interest and promptly disclose to the other Party any conflicts of interest. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Subcontractors, Suppliers, or Others to secure preferential treatment.

Section 35. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 36. Waiver. Either Party's failure to insist upon any performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right. No express waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 37. Titles. The titles given to the articles and sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

Section 38. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then

Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*.

Section 39. Drawings/Data. To the extent included in the Work or necessary to complete the Project, Contractor shall prepare and submit to County either:

- final marked-up as-built drawings, or
- updated electronic data in a format acceptable to the County.

Section 41. Copyright. The Parties agree that County shall not obtain ownership of the copyright of all Documents as part of the consideration set forth in this Agreement. If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Contractor.

Section 44. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. 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. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Should the County prevail in any action to enforce the terms of this Agreement, it shall be awarded its reasonable attorneys' fees, expenses and costs. Contractor waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

Section 45. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 46. No Construction Against Drafter. The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Section 47. 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.

Section 48. 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.

Section 49. Legal Authority. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement and immediately seek relief in law or in equity if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

Section 50. Entirety. The Contract Documents constitute the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) Exhibit A to this Agreement; (d) all remaining Contract Documents. Except as otherwise provided, among categories of Contract Documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written, and further represent and warrant that the person(s) executing this Agreement have the permission and authority to bind the parties.

CONTRACTOR:

By: Matthew Berry
box SIGN 1VV7W89J-4LX75638

Matthew Berry, Corporate Secretary
[*name/title*]

STATE OF Colorado)
)ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 18 day of December 2025, by Matt Berry, as _____ of _____.

My commission expires: 2/26/2029.

SEAL

Kenzie Belongie
Notary Public

KENZIE BELONGIE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20204045139
MY COMMISSION EXPIRES 2/26/2029

ATTEST: Clerk to the Board

GUNNISON COUNTY

_____

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and _____.
Project Number; Name _____.

1. **Scope of Work.** The Contractor hereby agrees to and accepts responsibility to perform the following Work:

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control. Further, in the event of any conflicts between this Exhibit A and the Agreement itself, Exhibit A itself shall control. Contractor's October 15, 2025 Proposal is fully incorporated herein.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

☐ As of the date of this Agreement.

The services of the Contractor shall be completed, or shall end, by July 2026, at which time the County, subject to Section 5 Non-Appropriation, shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is at the sole discretion of the County..

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

Phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed the Contract Price as set forth in this Agreement.

4. **Notices of Termination.** Notices of termination shall be given at least ten (10) days before the effective date of termination.

5. **Additional Insurance Requirements.**

☐ Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be

provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

☐ Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☐ Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

☐ Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) each occurrence; and Two Million Dollars ($2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

☐ Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties. The policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One Million Dollars ($1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

☐ Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials,

supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is permitted only when a Contractor is a sole proprietor and has no employees.

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Gunnison County Manager
200 E. Virginia Ave
Gunnison, CO 81230

AND

To the Contractor:
GeoStabilization International, LLC
10225 Westmoor Dr
Westminster, CO 80021

7. **Special Conditions.**

☐ No special conditions

Justin Petersen, P.E.
Project Development Engineer
justin@gsi.us | 970-773-6790

October 15, 2025

Martin W. Schmidt
Assistant County Manager for Public Works
195 Basin Park Dr, Gunnison, CO 81230
970-641-0044

Subject: Proposal for Landslide Stabilization on CR 12 near Kebler Corner, Colorado
Proposal No.: 173149909

GeoStabilization International® is pleased to offer this Proposal for the referenced project. This proposal is exclusively for Gunnison County, herein known as the "Owner", to consider. The project site is located at GPS point 38.930029, -107.347075. We thank you for the opportunity to provide a landslide mitigation solution for this site.



General Overview

GeoStabilization International® is the leading geohazard mitigation firm operating throughout the United States and Canada. We specialize in emergency landslide repairs, rockfall mitigation, and grouting using design/build and design/build/warranty contracting. GeoStabilization's team includes some of the brightest and most dedicated professionals in the geohazard mitigation

industry. Our expertise, specialized tools, and worldwide partnerships allow us to repair virtually any slope stability or foundation problem in any geologic setting.

Our design/build solutions are customized to the varying demands and site constraints of each geohazard we encounter. Every project that we take on is completed with one goal in mind: always provide the best value.

GeoStabilization's team consists of only the highest performing geologists, geotechnical engineers, equipment operators, and rockfall remediation technicians working today. We recruit and train technical experts to ensure that we are constantly diversifying our portfolio of services, adding new disciplines, and dedicating resources to research and development. This allows us to provide landslide and rockfall mitigation for critical infrastructure, including the transportation, mining, and energy industries, in addition to our more specialized stabilization services, such as bridge abutments, retaining walls, compaction grouting, and more.

Health, Safety, Environment (HSE)

To achieve continuous performance improvement, GeoStabilization International® manages health, safety, security, environment, and social performance in a systematic way, and we have a comprehensive set of business principles and rigorous standards covering health, safety, security, environment, and social performance (SP).

Though these principles provide guidance, we are very proud of our experience and expertise in implementing these rules in various environments, monitoring performance, and identifying improvement opportunities. Fast-paced, cutting-edge, and industry leading projects require a fast-paced, cutting-edge, and industry leading safety program. GeoStabilization International® employs a full-time, dedicated safety team, maintains a written safety plan, and trains/re-trains all employees in the most current practices of the industry. In addition to daily toolbox talks and weekly, monthly, and quarterly training, GeoStabilization also brings the company together annually for a Safety Summit to focus on safety training and periodically for one-day safety stand-ups. As of March 31, 2024, our safety KPIs are as follows:

GSI TRIR (Total Recordable Incident Rate)	
Current GSI 2024 TRIR (YTD)	**0.88**
Current GSI 2024 DART	**0.0**

GSI EMR (Experience Modifiers Rate)	
GSI Current EMR	**0.62**

Sustainability Development

Sustainability is a new way of thinking about an age-old concern: ensuring that our children and grandchildren inherit a better tomorrow. Sustainability to GeoStabilization International means meeting the needs of the present without compromising the ability of future generations to meet their own needs. We center our sustainability efforts on five pillars to measure our progress. Our employees are the foundation of our pillars. Through their efforts we can accomplish every goal, so safety and health are paramount. Our environment, our community, and the projects we build around them complete these pillars. Each pillar counts in our sustainability efforts; no matter how small, the importance of each is equal.

Antitrust/ Trade Compliance

GSI and its employees comply with antitrust and fair competition laws. There are internal policies to be followed which align with the existing laws and regulations as well as with our existing clients' policies. Additionally, our clients, subcontractors, and business partners need to approve and abide with our way of conducting business. We conduct and maintain companywide training where the policies are discussed in detail and examples of some local and international cases are included to make it clear of what sanctions we could be exposed to if we do not follow the law. This is of utmost importance to keep a fair competition and fair business environment with the purpose of fixing geohazard issues to safeguard the people, infrastructure, and the environment.

Scope of Work

GeoStabilization's scope of work is to install self-drilling hollow bar soils nail and steel reinforced shotcrete for a length of 140 lineal feet (LF) as detailed below.

We will install 3 rows of self-drilling hollow bar soil nails up to 25 foot long, with each of these nails having their nail ends protruding through the soil. GeoStabilization will cover the repaired area with welded wire mesh (WWM) reinforcement and secure horizontal and vertical reinforcing steel waler bars to steel plates attached to the protruding end of the soil nails and a band of reinforced shotcrete, nominal 8" thickness**.** The final wall height will be 10-ft tall and the slope angle will be approximately 0.5:1.

The final shotcrete finish will be a rough gun finish with integral color. Gunnison County will need to pick the final color from typical, in-stock options.

Excavation and haul off is estimated at 200 cubic yards. If the quantity is less than 200 cubic yards, GSI will need to renegotiate the unit rate to account for travel and mobilization costs.

GSI will provide a final design package sealed by a Professional Engineer Registered in the state of Colorado.

The following items are either included or excluded from GSI's scope of work or to be provided by others at no additional cost to GSI.

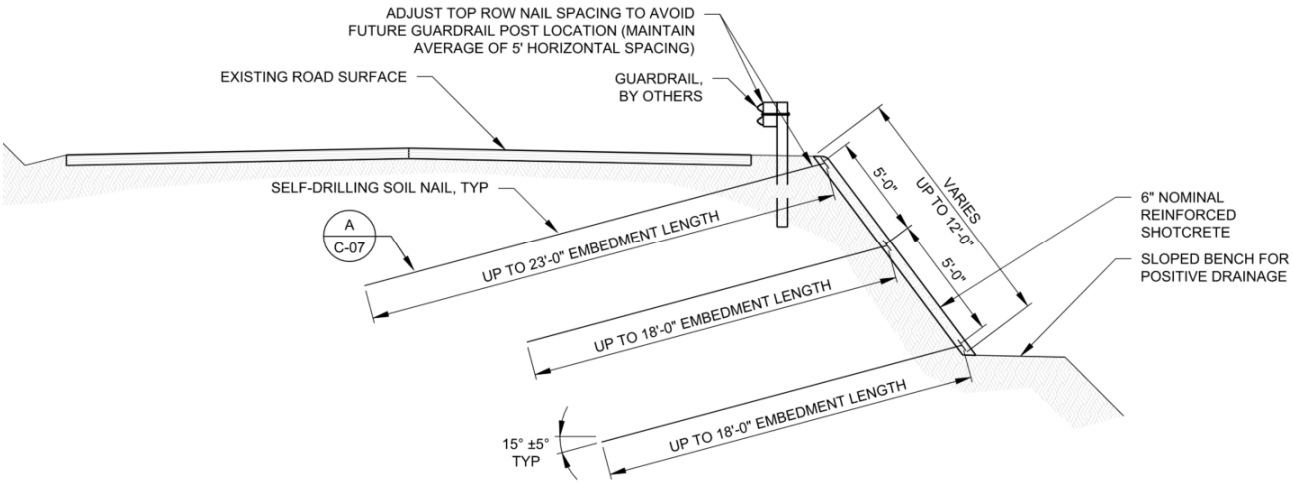


Figure 1 - Typical Repair Section

Scope Responsibility							
Item	**Exclude**	**Include**	**Required by Others**	**Item**	**Exclude**	**Include**	**Required by Others**
Permits (Environmental/Construction)	✓	☐	☐	Cost of a Bond Premium	✓	☐	☐
Permits – local business licenses (as applicable) / transportation	☐	✓	☐	Prevailing Wages	☐	✓	☐
Proof Testing	☐	✓	☐	Buy America / American Materials	☐	✓	☐
Verification Testing	✓	☐	☐	Utilities Location	☐	✓	☐
Excavation	☐	✓	☐	Potholing	☐	☐	✓
Surveying	✓	☐	☐	Construction Water	☐	✓	☐
Safety	☐	✓	☐	Drainage	☐	☐	✓
Traffic Control	☐	☐	✓	Hazardous Materials	✓	☐	☐
Sanitary Facilities	☐	✓	☐	Access	☐	✓	☐
Site Security	☐	✓	☐	Vibrations	✓	☐	☐
Vegetation Clearing and Excavation	☐	✓	☐	Any and all work, but not limited to design work	✓	☐	☐

GSI reserves the right to separately price any additional work, or modifications to site access that may result from excavation or drainage plans that may be developed during the future coordination with permitting authorities; State, Local, or Federal agencies, or other project stakeholders, unless specifically referenced by our proposal.

Price Estimate

The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day GeoStabilization mobilizes to the site.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	EA	$ 14,500.00	$ 14,500.00
2	Slope Stabilization	140	LF	$ 1,605.00	$ 224,700.00
3	Excavation	200	CY	$ 139.00	$ 27,800.00
				Total Price:	**$ 267,000.00**

GSI can work with our Ideal Fencing or Adarand Construction to provide new guardrail installation for the following:

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Project Mobilization (within 125 Miles of Erie)	1	EA	$ 5,000.00	$ 5,000.00
2	Additional Mobilization (After 125 Miles)	100	Mile	$ 20.00	$ 2,000.00
3	Type 3 Guardrail	160	LF	$ 85.00	$ 13,600.00
4	End Anchorage Non-Flared	2	EA	$ 7,500.00	$ 15,000.00
				Total Price:	**$ 35,600.00**

Tariff Surcharge Adjustment

In response to ongoing changes in international trade regulations, this proposal includes a Tariff Surcharge that reflects current applicable tariffs on imported materials required for project execution. This surcharge is subject to adjustment at the time of billing to account for any increases or decreases in applicable tariffs that occur after the proposal date.

GeoStabilization International will transparently calculate this surcharge based on verified tariff impacts at the time of procurement and will provide supporting documentation upon request. Should tariffs materially increase or decrease during the course of the project, the total contract value will be adjusted accordingly.

This dynamic pricing mechanism ensures alignment with real-time market conditions and allows for the uninterrupted and efficient execution of the proposed scope of work.

In the event the work cannot proceed as continuous unobstructed work, the price to perform the work may likely increase. ***In the event the Scope of Work defined is reduced impacting Price Estimate by more than 10% as described in the price estimate table, GSI shall be compensated for its direct and static/fixed operational and/or other costs notwithstanding anything to the contrary due to the reduction in Scope of Work as defined above. GSI shall submit its claim within 30 days after completion of the work.***

Mobilization

Project is expected to be completed in a single mobilization unless specifically called out in the proposal. If for any reason work is disrupted and additional mobilization of equipment or crews is required, additional costs for both the mobilization and potentially stranded equipment / material costs will be borne by the client at a price of cost + 20%.

Additional CREW Mobilizations (if required)
The initial mobilization includes labor, equipment, and material capable of installing the landslide stabilization system. If GeoStabilization is required to leave the site and return outside of what was previously stated and planned for, the cost is $14,500 for each demobilization/remobilization. Work shall be available to GeoStabilization prior to our mobilizing to the site.

Change in Conditions
For any material change in conditions of the jobsite, GSI reserves the right to re-quote and re-schedule the project to ensure an effective solution is installed and to ensure the safety of the crew, client employees, and other individuals associated with the installation.

Other Conditions

Standby Rate
Standby time of up to $900/hour will be charged for delays beyond GeoStabilization's control. This includes delays/interruptions/interference/disruption to GeoStabilization's operation due to the excavation of the soil nail wall and bench, requesting GeoStabilization mobilize to the site before the site is ready, requiring GeoStabilization to attend site specific training and/or meetings that were not previously communicated and delay the project sequence, and other contingencies that may arise. Day rate is 10-hours and GeoStabilization crews will be allowed access to maintain GeoStabilization equipment during standby events.

Shotcrete Overages
This design is based on an 8-inch nominal shotcrete thickness. GeoStabilization will stabilize the excavated face provided. Additional shotcrete required by Owner beyond neat line plus 30% will be charged at a negotiated unit rate. This could include over excavation, sloughing, debris, large rocks, request for a more uniform face and other conditions.

Grout Overages
The project pricing includes grout volumes equivalent to the "neat line" theoretical volume of the drilled hole plus 30% due to seepage into minor pockets, fissures, and voids in the subgrade. Grout quantities greater than the theoretical volume of the drilled hole plus 30% will be charged at $40.00 per CF of grout.

Maximum Wall Height
If the stabilization height exceeds the max height discussed herein, then the cost per SF may increase. There will be no credit for underruns.

Payment Terms

Net 30 days from the date of Invoice

- All invoices are due, in their entirety, upon receipt from GeoStabilization. All payments received for GeoStabilization's work shall be held in trust for the benefit of GeoStabilization. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Owner shall be liable to GeoStabilization for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
- The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Owner not fully accept or modify this proposal, the pricing and/or the scope of work may be subject to modification by GeoStabilization.

Offer Validity

This offer expires 30 days from the date transmitted. GSI reserves the right to adjust pricing if more than 30 days pass between receiving the signed proposal and the project start date unless otherwise agreed upon in writing.

Work Hours / Schedule

The project's duration is estimated to be 12 working days. All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits. GeoStabilization's standard crew rotation is managed by GeoStabilization's Operations Manager and may vary for safety purposes based on hours and consecutive days worked. In the event the unit priced quantities increase, GSI shall receive a reasonable extension of time to the Project Schedule to account for the increased quantities and GSI shall not be subject to liquidated damage and/or any other delay damages in any way related to the increased quantities notwithstanding anything to the contrary.

GeoStabilization can mobilize to the site within approximately 2-3 weeks from GeoStabilization receiving an executed contract, approved submittals, and a written notice to proceed on a specific date. Depending on material lead times, GeoStabilization may require additional time. Additional charges will be assessed if GeoStabilization is scheduled and required to work additional hours or shifts. Owner is under a continuing duty to notify GeoStabilization in writing of any changes, delays or impacts to the schedule so the parties can mutually agree on all scheduling for the Project notwithstanding anything contained in any document to the contrary.

Confidentiality and Intellectual Property Statement

GeoStabilization's opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of GeoStabilization. All concepts and procedures outlined in this proposal shall be considered the intellectual property of GeoStabilization.

Terms and Conditions

Notwithstanding anything contained herein or in any document to the contrary, the terms, conditions, and exclusions of this Proposal included in **Appendix 2** shall apply, control, and govern. The Parties agree that GeoStabilization's October 15, 2025 proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.

We thank you for the opportunity and will be in touch shortly to follow up.

Sincerely,

GEOSTABILIZATION INTERNATIONAL



Justin Petersen, P.E.
Project Development Engineer

Appendix 1: SCOPE CLARIFICATIONS

a. Permits - All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements are specifically excluded.
b. Additional proof testing required by Owner. GeoStabilization's pricing and scope of work includes 2 proof tests. If the Owner requests additional proof testing it will be charged at the unit rate.
c. Additional verification testing required by Owner. GeoStabilization's pricing and scope of work includes zero verification tests. If the Owner requests additional verification testing it will be charged at the unit rate.
d. Excavation - Major lift excavation will be completed by others, and will be excavated in an expedited manner once an area of work (phase/bench) is complete. Excavation includes all drill tailing removal, clearing, grubbing, grading, backfill, temporary stabilization berms, and hauling materials off site. Delays in this sequence due to excavation will be compensated at a standby rate. GeoStabilization will stabilize the excavated face provided. If additional work is required that could require additional facing measures and time it will be separately negotiated. This could include over excavation, sloughing, debris, large rocks, ground water, etc. Owner shall ensure that excavation lifts of approximately 5 feet will stand unsupported for approximately 36 hours and during nail installation. Any increase in scope of work due to site differences shall be separately negotiated.
e. Surveying - Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances as required.
f. Safety - Design, installation, and maintenance of any fall protection systems at all grade separations including at the top of any earth retention system constructed by GeoStabilization is specifically excluded.
g. Traffic Control - All required pedestrian and vehicle traffic control. GeoStabilization will require at least one lane of traffic to be closed during GeoStabilization's work is specifically excluded.
h. Sanitary Facilities - On-site facilities within reasonable proximity for the use of GeoStabilization employees.
i. Site Security - Site security during nights, weekends, and holidays shall be provided by others.
j. All clearing of vegetation and excavation to the face of the area where the soil nail wall is to be constructed shall be provided by others.
k. The cost of a bond premium is not included in the GeoStabilization's price. If desired by and paid by the Owner, GeoStabilization will furnish a Payment and Performance Bond at a rate of 2% of the total price.
l. Prevailing wages are included in GeoStabilization 's price.
m. Buy America/American Material Requirements are included in GeoStabilization 's price.
n. Owner shall ensure that all utilities are properly located before GeoStabilization mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in

GeoStabilization's scope of work.

o. Provide Construction Water – A clean (potable) supply of water for construction available on-site or in close proximity to work. GeoStabilization can provide a water tank to be filled by others if necessary (~1,000 gallons per day).
p. Drainage – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If groundwater is encountered the Owner will provide dewatering. Owner is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices "BMPs" is excluded from GeoStabilization's scope of work.
q. Hazardous Materials – GeoStabilization will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GeoStabilization's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
r. Access – All weather working access shall be provided to GeoStabilization at all times with at least a 12-ft wide, stable, level, and unobstructed bench at the face of the wall for a 10-ft wide drill rig with a 20-ft horizontal mast, and access shall be provided to GeoStabilization at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Owner shall obtain any and all right of way, licenses, or easements for GeoStabilization to perform its work.
s. Vibrations – GeoStabilization cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Owner shall indemnify GeoStabilization against any and all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc. It is possible that damage may occur as a result of heave, settlement, utility not correctly marked, or intrusion of grout and/or construction water and GeoStabilization cannot accept responsibility/liability for such damage. Owner agrees to waive any and all liability and damages against GeoStabilization in any related to the underground conditions and/or existing facilities described in the preceding sentence.
t. Any and all work, including but not limited to design work, is excluded unless specifically included herein.

Appendix 2: TERMS AND CONDITIONS

OWNER/CONTRACTOR'S OBLIGATIONS

The following terms, conditions and exclusions shall apply and are specifically excluded from GeoStabilization's scope of work and shall be provided to GeoStabilization at no cost to GeoStabilization, notwithstanding anything in any document to the contrary:

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

a. Retainage, if any, is to be released to GeoStabilization within **30** days after the completion of GeoStabilization's work.
b. GeoStabilization will employ open shop labor. In the event that union labor must be used Owner shall pay for any additional cost differential.
c. Owner agrees that GeoStabilization shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside GeoStabilization's control.
d. Notwithstanding anything contained in any document to the contrary, in the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of GeoStabilization (or as the proper designation may be for GeoStabilization), GeoStabilization subcontractor(s), or those for whom GeoStabilization, etc. is legally liable, GeoStabilization reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
e. This agreement/Proposal is subject to and governed by Colorado law under all circumstances and venue for any dispute shall be Denver County, Colorado notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
f. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
g. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
h. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.

i. Should Owner provide GeoStabilization with verbal/written direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
j. GeoStabilization's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GeoStabilization or for those whom GeoStabilization is legally responsible. Owner agrees to defend and indemnify GeoStabilization for claims or damages alleged to have been caused by Owner's acts or omissions.
k. GeoStabilization retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
l. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to GeoStabilization of providing the materials, goods and/or services under this Agreement, then Owner shall from time to time, upon demand by GeoStabilization, immediately pay to GeoStabilization additional amounts sufficient to compensate GeoStabilization for such increased cost. GeoStabilization shall submit to Owner a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
m. GeoStabilization's landslide, slope stabilization, and other geohazard mitigation designs substantially conform to the FHWA design guidance for 'Factor of Safety' calculations.
n. Should Owner terminate this agreement **without cause** within 14 days of the start date as agreed to as defined in this Proposal, a penalty of 10% of the Total Price defined in this Proposal or actual expenses incurred by GSI or its affiliates. Should Owner terminate this agreement without cause within 7 days of the start date as agreed to as defined in this Proposal, the penalty shall increase to 15% of the Total Price defined in this Proposal actual expenses incurred by GSI or its affiliates.

THIS COMMUNICATION CONTAINS GEOSTABILIZATION CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement for Use of Gunnison Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

IGA formalizing use of the Fairgrounds as an evacuation center for GVH for the Senior Care Center

Fiscal Impact: 0

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/18/2025

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/19/2025

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

Agenda Date: 1/6/2026

Revised April 2015

INTERGOVERNMENTAL AGREEMENT FOR USE OF GUNNISON COUNTY FAIRGROUNDS AND MULTI-PURPOSE BUILDING FOR EMERGENCIES

THIS INTERGOVERNMENTAL AGREEMENT is entered this day ____of _____, 2026, between the County of GUNNISON, by and through its Board of County Commissioners (County), whose address is 200 E. Virginia Ave, Gunnison CO 81230, and Gunnison Valley Health (GVH), whose address is 711 N. Taylor St., Gunnison, CO 81230.

WHEREAS, C.R.S. § 29-1-203(1) authorizes separate governmental units, including counties, to contract with each other to provide any function or service authorized by law to each of the contracting units, including joint exercise of services. functions, or facilities;

WHEREAS, pursuant to C.R.S. § 24-33.5-707(8), the County adopted its emergency management plans for its jurisdiction, including provisions for the preparation, prevention, mitigation, response, and recovery from emergencies and disasters, and GVH has adopted a standard response plan;

WHEREAS, both GVH and County desire that the Fairgrounds, owned and operated by the County, at 275 S. Spruce St., Gunnison, CO 81230, be made available to GVH, if necessary, in an emergency as an evacuation site for the GVH Senior Care Center;

WHEREAS, the Colorado legislature encourages local governmental units to enter mutual aid agreements to enhance emergency response and recovery and are thus essential to protecting the public peace, safety, health, and welfare, including the lives and property, of the people of the state of Colorado, C.R.S § 24-33.5-705.4(1)(b).

NOW THEREFORE IS IT HEREBY AGREED AS FOLLOWS:

1. Commencing on the adoption of this IGA by both Gunnison Valley Health, hereafter GVH, and Gunnison County and continuing thereafter until terminated, upon request, GVH shall have the right to use the Fairgrounds and Multipurpose Building as an additional emergency evacuation center when necessary.

2. GVH shall have the right to use the County's basic internet functionalities and telephone services while using the Fairgrounds as evacuation center.

3. GVH shall be responsible for maintaining liability insurance for liability arising from use of the Fairgrounds and Multipurpose Building as an evacuation center.

4. To the extent GVH is reimbursed for any evacuation related expenses from the State of Colorado or the federal government, GVH shall reimburse the County for any out-of-pockets costs related to GVH's use of the Fairgrounds and Multipurpose building.

5. This Agreement shall remain in full force and effect until either party seeks to terminate this IGA, which may be submitted by either party upon thirty (30) days written notice, with or without cause. This Agreement may be amended upon mutual written agreement of the parties. Neither party shall indemnify the other, and both parties retain governmental immunity to the

maximum extent permissible under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., and other applicable law.

GUNNISON COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

_____
Laura Puckett Daniels, Chair

ATTEST:

_____
Clerk

GUNNISON VALLEY HEALTH

_____
NAME, TITLE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Emergency Transportation Services Intergovernmenta

Action Requested: Other Review and approval of final agreement prior to signatures

Parties to the Agreement: GVRTA

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

Summary:

This is an IGA between the County and GVRTA for GVRTA to provide transportation services by supplying buses and drivers if requested by the County during an emergency situation.

Fiscal Impact:

Submitted by: Lisa Bickford **Submitter's Email Address:** Lbickford@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: 12/22/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

EMERGENCY TRANSPORTATION SERVICES
INTERGOVERNMENTAL AGREEMENT

This Emergency Transportation Services Intergovernmental Agreement (the "Agreement") is entered into on this _____ day of _____ between Board of County Commissioners of the County of Gunnison ("County"), and the Gunnison Valley Transportation Authority ("GVRTA") (collectively, the "Parties").

RECITALS

WHEREAS, in the event of an emergency or disaster, the County will initiate the Gunnison County Emergency Operations Plan (EOP). In response to this emergency plan protocol, additional resources may be required (e.g. vehicles and drivers necessary for humanitarian support). In accordance with this IGA, and in response to contact by the Gunnison County Emergency Management Director or another Gunnison County official in charge of the emergency or disaster, the GVRTA will be notified and hereto agrees to respond.

WHEREAS, GVRTA is identified as a lead for Emergency Support Function (ESF) #1, Transportation, in the Gunnison County Emergency Operations Plan. ESF 1 provides for the coordination, control, and allocation of transportation assets in support of movement of emergency resources, people, and animals and redistribution of emergency food and fuel supplies.

THEREFORE, in consideration of the ESF 1 responsibilities identified in the Gunnison County EOP, the parties agree to the terms that follow.

TERMS OF AGREEMENT

The County shall endeavor to:

- Initiate the Gunnison County EOP.
- The Gunnison County Emergency Management Director, Deputy Emergency Manager, or another Gunnison County official in charge of the disaster will contact GVRTA if ESF 1 assistance is needed.
- Notify GVRTA of the number of vehicles needed and the locations that they are needed.
- Notify GVRTA when services are no longer required.
- Provide standardized radio channel and protocol to GVRTA.
- Provide protocol on incident chain of command.

GVRTA shall endeavor to:

- Coordinate with the Gunnison County Emergency Operation Center to supply services under Emergency Support Function #1 Transportation - to support movement of people in a disaster.
- Delivervehicles and drivers to locations as soon as possible.
- Provide support for incident needs by adequately maintaining the resources as needed.
- Provide transportation services between locations determined by the Incident Commander.
- Utilize forms to track passengers, origins, and destinations as needed.
- Upon notification, retrieve and remove resources as needed.

Agreement Activation Procedures:

1. County contacts GVRTA.
2. GVRTA confirms ability to provide the service.

AGREEMENT TERM/TERMINATION

The term of this Agreement shall commence on the effective date set forth in the first paragraph the Agreement and continue indefinitely, unless sooner terminated by either party in writing or replaced by a subsequent agreement of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Board of County Commissioners of the County of Gunnison	Gunnison Valley Transportation Authority:
By: _____ Laura Puckett Daniels, Chair	By: _____ [printed name]
Attest:	Attest:
_____	_____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #1; Professional Services Agreement; JEO

Action Requested: County Manager Signature

Parties to the Agreement: JEO Consulting

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

Summary:

This contract amendment allows JEO consulting, who is already under contract for our Hazard Mitigation Plan update, complete additional requirements that should help the County increase its Community Rating System (CRS) score, which could reduce flood insurance premium costs for

Fiscal Impact: Increase in local match to the existing grant

Submitted by: Lisa Bickford **Submitter's Email Address:** LBickford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/18/2025

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/17/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/19/2025

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

Agenda Date: 1/6/2026

Revised April 2015

AMENDMENT #1

Hazard Mitigation Plan
Gunnison County
JEO Project No. 242120.00
December 10, 2025

DESCRIPTION:

Agreement between Gunnison County and JEO Consulting Group, Inc. dated 3/21/2025. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT #1 SCOPE OF SERVICES:

As a result of the decision of Gunnison County to pursue additional Community Rating System (CRS) credits, added efforts during the planning process of the Hazard Mitigation Plan (HMP) planning process are required. Below is a summary of the schedule change, additional services to be provided, and related fee.

PROJECT SCHEDULE:

The project schedule will be updated to end six (6) months following the notice to proceed.

OUTREACH AND ENGAGEMENT

This section covers the additional outreach and engagement activities that will be conducted as part of the proposed CRS activities for the Gunnison County Hazard Mitigation Plan (HMP).

JEO Activities:

- Document outreach performed during the planning process.
- Draft a flood-specific letter/email to request data and review from outside agencies. These agencies can include neighboring counties/communities, flood-related stakeholders, water conservation districts, state agencies, the National Weather Service, U.S. Fish and Wildlife, the U.S. Bureau of Reclamation, the USFS, and the BLM, among others.
- Incorporate information and data received from outside agencies.
- Invite Gunnison County Community Development to review the plan.
- Document procedures for monitoring, reviewing, and revising the plan as well as the members of the future planning committee.

Gunnison County Activities:

- Determine if the county will undertake additional outreach projects to explain the planning effort and solicit comments. These could include presentations at stakeholder events, mailers, booths, etc.
- Identify outside agencies not on the original contact list to request flood-specific data and review.
- Send out the flood-specific letter/email to request data and review from outside agencies.
- Create procedures for monitoring, reviewing, and recommending revisions of the plan. Send the procedures to JEO.
- Create a planning committee that will meet quarterly to review, monitor, and implement the plan. Send the committee members to JEO.

- **Optional:** Host an open house during the public review period (15 CRS points). The open house would be planned, coordinated, and attended by the county.

FLOOD RISK ASSESSMENT

This portion covers the additional flood risk assessment activities that will be conducted as part of the proposed CRS activities for the Gunnison County HMP.

JEO Activities:

- Incorporate additional information on sources, extent, and causes of flooding in the county.
- Incorporate additional information on the impact of flooding on life safety, public health, critical facilities, economy, infrastructure, and buildings.
- Incorporate data on historical damage to buildings and properties with flood insurance claims. *Note: HAZUS will not be performed for this activity.
- Incorporate information on the locations of natural functions and future development.

Gunnison County Activities:

- Assist in gathering flood-related plans and studies
- Assist with additional flood history information and flood locations (especially known flooding areas not in the mapped floodplain). The data includes the source of water, depth of flooding, velocities, and warning time.
- Identify any other flood-related special hazards.
- Assist with identifying the flooding impact on life safety, public health, critical facilities, economy, infrastructure, and buildings.
- Collect data on historical damage to buildings and all properties that have had flood insurance claims.
- Identify locations within the floodplain that provide natural functions (wetlands, riparian areas, habitat for endangered species. Note any future development trends or regulations in these areas.

FLOOD MITIGATION ACTIONS

This section covers the additional flood mitigation action activities that will be conducted as part of the proposed CRS activities for the Gunnison County HMP.

JEO Activities:

- Update goals to include additional flood language.
- JEO to provide a list of different actions for the county to review.
- Document the pros and cons of each action.
- JEO to provide an action prioritization worksheet for the county to help create the flood mitigation action plan.
- JEO to document all required information for each identified mitigation action.

Gunnison County Activities:

- Review and approve the updated goal language.
- Review different actions that could prevent or reduce flooding issues in the county. Pros and cons of each action must be documented.
- Help create a flood mitigation action plan. The plan will need to include five of the six categories of actions outlined in the CRS Manual.

Fee for Additional CRS Activities

Activities	Estimated Number of CRS Points Gained	Number of Additional Hours	Total Fee
Outreach & Engagement	67	4	$600
Flood Risk Assessment	65-75	22	$3,350
Flood Mitigation Actions	97	14	$2,150
Total	**229-239**	**40**	**$6,100**

Gunnison County:

_____

Matthew Birnie, County Manager

Date:_____

JEO Consulting Group, Inc:

Phil Luebbert, Planning Project Manager

Date: 12/10/25

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 21st day of March, 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 JEO Consulting Group Inc., who's address is 120 East 16th St. Scottsbluff NE, 69361 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding the Gunnison County Natural Hazard Mitigation Plan Update.
("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 January 30th, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Ensure Sound Infrastructure, Protecting the Environment, and Promote Prosperous, Collaborative, and Healthy 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, Gunnison County shall pay Contractor fees as more specifically not to exceed seventy-three thousand one hundred and fifty and 00/100 U. S. Dollars ($73,150). Payment shall be made by Gunnison County to the Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

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

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One

Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be 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 authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

11. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its

discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

12. TERMINATION.

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

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to

County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

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

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the

control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

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

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	JEO Consulting Group, Inc. 120 East 16th Street Scottsbluff, Nebraska 69361

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

20. GOVERNING LAW.

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

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

22. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

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

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
~~Laura Puckett Daniels, Chairperson~~
Matthew Birnie, County Manager
for Board of County Commissioners

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

Signature: Phil Luebbert
Phil Luebbert (Mar 12, 2025 11:37 MDT)

Email: pluebbert@jeo.com

By: _____

JEO_HMP_Contractor Agreement_2025 - fillable.annotated - Copy

Final Audit Report 2025-03-12

Created:	2025-03-11
By:	Ryan White (rwhite@gunnisoncounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGCOZURLmpZSFpYVchgkRIK5HKkzRzanU

"JEO_HMP_Contractor Agreement_2025 - fillable.annotated - Copy" History

Document created by Ryan White (rwhite@gunnisoncounty.org)
2025-03-11 - 10:00:02 PM GMT

Document emailed to Phil Luebbert (pluebbert@jeo.com) for signature
2025-03-11 - 10:00:06 PM GMT

Email viewed by Phil Luebbert (pluebbert@jeo.com)
2025-03-12 - 5:36:30 PM GMT

Document e-signed by Phil Luebbert (pluebbert@jeo.com)
Signature Date: 2025-03-12 - 5:37:27 PM GMT - Time Source: server

Agreement completed.
2025-03-12 - 5:37:27 PM GMT

Adobe Acrobat Sign

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Mother Sage, LLC;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: MotherSage LLC

Term Begins: 1/6/2026 **Term Ends:** **Grant Contract #:**

Summary:

HHS would like to contract with MotherSage for individual psycho therapy sessions for women in the perinatal period for $5,000.

Fiscal Impact: 5,000

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica Discharge Date: 12/18/2025

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

Comments:
legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/22/2025 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

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

Agenda Date: 1/6/2026

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 6th day of January 2026, 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 Mother Sage, LLC, whose address is 320 ½ Main Street, Gunnison, CO 81230 (herein "Contractor").

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on June 30, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Health & Human Services healthy children and families 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 Five

Thousand and No/100 U. S. Dollars ($ 5,000). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

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

a. Comprehensive General Liability Insurance or the equivalent in an amount no less than 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).

b. 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).

c. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be 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 authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION.

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

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees

to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

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

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

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

19. NOTICES.

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

Gunnison County: County Manager
Gunnison County

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

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

Contractor: Mother Sage, LLC
320 ½ Main Street, Gunnison, CO 81230

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

20. GOVERNING LAW.

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

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Individual Psychotherapy sessions with women in the perinatal period.
2. Submit monthly invoices to Gunnison County at a rate of no more than $100/hour for each session.
3. Gather payment from other insurances or from client, if possible, so that the charge to Gunnison County might be less than $100/hour, thereby being able to serve more women.
4. Submit monthly invoices to Gunnison County within the first week of the following month, with the exception of the final invoice, which is due by June 22, 2026.

Gunnison County will review the invoice within 1 week of receiving it and will pay the contractor within two weeks of invoice being submitted, if the invoice is sufficient.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Statement of Work; FAAA 202600006273; Health and H

Action Requested: Discussion

Parties to the Agreement: CDPHE

Term Begins: 12/11/2025 **Term Ends:** **Grant Contract #:**

Summary:

This health project serves to support Local Public Health Agency (LPHA) Core Public Health Services (CPHS) efforts for partnerships, districts, and single LPHAs during the current Preventive Health and Health Services Block Grant cycle that ends on September 30, 2026.

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: 12/15/2025

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/19/2025

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

Agenda Date: 1/6/2026

Revised April 2015

STATE OF COLORADO

Department of Public Health & Environment

ORDER

Number: PO,FAAA,202600006273
Date: 12/11/25
Description:
OPHP LPHA PBG project FY26 - Gunnison

Effective Date: 12/11/25
Expiration Date: 09/30/26

*****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

DIVISION OF ADMINISTRATION C-1
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530

BUYER

Buyer:
Email:

VENDOR

GUNNISON COUNTY
Health and Human Services
225 N PINE ST
GUNNISON, CO 81230

Contact:
Phone: 719-520-7040

SHIP TO

DIVISION OF ADMINISTRATION C-1
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530

SHIPPING INSTRUCTIONS

Delivery/Install Date: 09/30/26
FOB: FOB Dest, Freight Prepaid

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

OPHP LPHA PBG project FY26 - Gunnison. The PO shall not exceed $40,000.00.

The State of Colorado Terms and Conditions govern and control this purchase order.

This purchase order contains federal funds. The incorporated Federal Provisions apply to this purchase.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	$40,000.00	☐

Description: OPHP LPHA PBG project FY26 - Gunnison

Service From: 12/11/25 Service To: 09/30/26

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $40,000.00

Statement of Work

I. Entity Name: Gunnison County Health & Human Services

Term: Purchase Order Effective Date - September 30, 2026

II. Project Description:

This health project serves to support Local Public Health Agency (LPHA) Core Public Health Services (CPHS) efforts for partnerships, districts, and single LPHAs during the current Preventive Health and Health Services Block Grant cycle that ends on September 30, 2026. In 2008, the Colorado Public Health Act required the State Board of Health to establish, by rule, the core public health services that each county and district public health agency must provide or ensure, and establish minimum quality standards for public health services. By using the updated Colorado Core Public Health Capabilities and Services framework that modernizes government public health, LPHAs will be able to better meet a growing population and address complex public health needs CPHS efforts. This health project will implement a work plan to progress CPHS efforts for the West Central Public Health Partnership which includes: Delta County Health Department, Gunnison County Department of Health and Human Services, Montrose County Department of Health and Human Services, Ouray County Public Health Agency, San Miguel County Department of Health and Environment, and Silver Thread Public Health District (Hindsdale).

The Preventive Block Grant (PBG) is a federal grant that is distributed and managed by the Office of Public Health Practice, Planning, and Local Partnerships (OPHP) at the Colorado Department of Public Health and Environment (CDPHE) and is therefore, subject to federal funding guidelines, rules, and regulations. The PBG operates on a federal funding cycle that runs from October 1 to September 30.

I. Definitions

1. PHIP: Public Health Improvement Plan

II. Work Plan

Goal #1: Support public health throughout Colorado by creating a strong workforce, systems, collaborations, and funding.

Objective #1: No later than the expiration date of this contract, support Colorado's public health system by increasing the LPHA partnerships, districts, or single agency's knowledge through assessing, planning, or implementing public health improvement (CHAPS) efforts.

Primary Activity #1

1. The Contractor shall create a work plan.

Primary Activity #2

1. The Contractor shall implement the work plan.

Sub- Activity #2

1. The Contractor shall track progress made once the work plan is implemented.
2. The Contractor shall create work plan updates.

Primary Activity #3

1. The Contractor shall track the PBG award spending.

Sub- Activity #3

1. The Contractor shall update PBG award budgets to show the spend down progress.
2. The Contractor shall provide an estimate of the last quarter of spending.
3. The Contractor shall report the outstanding balance of the PBG budget that will not be spent by September 30th, 2026.

Primary Activity #4

1. The Contractor shall create reports.

Sub- Activity #4

1. The Contractor shall create a mid-year progress report.
2. The Contractor shall create a final report.

Primary Activity #5

1. The Contractor shall attend meetings.

Sub- Activity #5

1. The Contractor shall attend the post-award meeting with OPHP.

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2. The Contractor shall attend one (1) of the progress meetings with OPHP that are in addition to the post-award meeting.
3. The Contractor will share a 3-minute project presentation at a progress meeting.

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 work plan shall be aligned with the Colorado Core Public Health Services model. This model is incorporated and made a part of this contract by reference and is available on the following link Colorado's Core Public Health's Services.
3. The Contractor shall comply with the Colorado Core Public Health Services rule 6 CCR 1014-7, Core Public Health Services, effective January 1, 2020. This information is located on the Colorado Secretary of State website, and is incorporated and made a part of this contract by reference

4. The Contractor shall meet the minimum requirements set forth in the Colorado Public Health Act and the voluntary Public Health Accreditation Board standards. This information is located in Section 25-1-505 CRS et seq. Title 25 - Public Health and Environment - Article I: Administration - Part 5 Public Health Act - Subpart 2 Public Health Plans: Act) on the Colorado Legal Resources website, and is incorporated and made part of this contract by reference.

5. The Contractor shall use the Colorado Health Assessment and Planning System (CHAPS) guidance to assess and plan related activities. This information is located on the CDPHE Local Public Health & Environmental Resources website, and is incorporated and made a part of this contract by reference.

6. OPHP will provide the work plan template no later than fifteen (15) business days after contract execution.

7. The Contractor shall submit a work plan that shall include the following:
    a. Project goals
    b. Project objectives
    c. Project activities
    d. Colorado Core Public Health Capability or Service related to the goal
    e. Performance measures
    f. Outcomes.

8. The Contractor shall attend the post-award meeting by phone or video call between the Contractor and OPHP, which will take place no later than thirty (30) days after contract execution.

9. OPHP will schedule the post-award meeting with the Contractor with a minimum of 7 calendar days of notice prior to the meeting.

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10. The Contractor shall attend one (1) of the progress meetings by phone or video call with OPHP in addition to the post-award meeting. Meeting dates: January, April, and July.

11. The Contractor will share a 3-minute presentation of their project at a progress meeting.

12. OPHP will provide the mid-year progress report template no later than sixty (60) days after contract execution.

13. OPHP will provide the final report template no later than sixty (60) business days before the end of the contract.

14. The Contractor shall maintain current documentation of how funding is spent.

15. OPHP may audit the Contractor at any time.

16. The Contractor shall provide documentation within five (5) business days of OPHP's audit request.

17. The Contractor shall notify OPHP at least forty-five (45) business days prior to the event occurrence if the awarded funds will not be spent before the end of the grant cycle on September 30.

18. The Contractor shall request funding reallocations that exceed 25% of the total award prior to reallocating funds or if there is a change in scope. OPHP will approve or deny the request within 10 business days.

19. OPHP will provide technical assistance to the Contractor within five (5) business days of receipt of a question.

Expected Results of Activity(s)

1. Increased knowledge related to the coordination and implementation of local Foundational Public Health Capabilities and Services efforts.
2. Increased knowledge related to alignment between local public health agency partnerships, districts, or single agency projects with the Colorado Foundational Public Health Capabilities and Services framework.
3. More efficient and effective delivery of core public health services that may not occur without the work of the Gunnison County Department of Health and Human Services on behalf of the West Central Public Health Partnership.

Measurement of Expected Results

1. 90% completion of work plan activities.
2. 90% of performance measures were met in the work plan.
3. 90% of work plan activities that align with a Colorado Core Public Health Capability or Service.

Deliverables

Description	Completion Date
1. The Contractor shall submit the following to the OPHP Local Public Health Administrative and Contract Liaison: a. final work plan b. final budget.	No later than thirty (30) business days after the contract execution.
2. The Contractor shall submit the mid-year progress report to the OPHP Local Public Health Administrative and Contract Liaison, including the following information: a. updated work plan b. updated budget	No later than April 30, 2026.
3. The Contractor shall submit the spend down report to the OPHP Local Public Health Administrative and Contract Liaison, including the following information: a. expense report b. estimate of the last quarter spending.	No later than June 30, 2026.
4. The Contractor shall submit the final report to the OPHP Local Public Health Administrative and Contract Liaison, including the following information: a. updated work plan b. updated budget c. pertinent project deliverables related to the assessment and planning process, for example: i. planning and assessment meeting minutes ii. planning and assessment meeting attendee sign-in sheets iii. Products developed.	No later than August 31, 2026.

III. Additional Provisions:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

a. Payment of half (⅓) of the total amount will be distributed in three payments, after the purchase order is executed, after the mid-year report is completed and after the final report is completed.

1. **Benefits Disclosure**

Vendor 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 Vendor or any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is made available by Vendor or a third party. Vendor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Vendor 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.

A. Entire Agreement

These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Operations Lead Administrator of the Office of Public Health Practice, Planning, and Local Partnerships. 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 (10) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and 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 Operations Lead Administrator of 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.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Pitchfork Homeowner's Association

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

Summary:

Agreement to allow snow storage on the County owned lot 34 in Pitchfork. Agreement includes indemnification of the County for any impacts of the snow storage.

Fiscal Impact: 0

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. 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: 12/16/2025

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

Agenda Date: 1/6/2026

Revised April 2015

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT is entered into by and between Pitchfork Association Inc., (hereinafter Association) and the Board of County Commissioners of Gunnison County, Colorado (hereinafter Gunnison County) on _____, 2025 upon the following terms and conditions.

RECITALS:

1. Association governs Pitchfork, a common interest community located in Mt. Crested Butte, Colorado.
2. Pitchfork is a high-density community, which, during high snowfall years, is challenged by adequate snow storage within the community itself.
3. Gunnison County owns Lot 34 in Pitchfork, a vacant lot.
4. In past years, the Association has used Lot 34 for snow storage, with Gunnison County's permission.
5. For the 2025-2026 winter season, the Association requests permission from Gunnison County to utilize Lot 34 for snow storage.
6. Gunnison County will agree to the request, provided the Association indemnifies Gunnison County for the same, to which the Association agrees.

NOW THEREFORE, in consideration of the foregoing and the following covenants and conditions, the Association indemnifies Gunnison County as follows:

Pitchfork Association, Inc. shall indemnify, defend, and hold harmless Gunnison County and its officers, officials, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Association's use of Lot 34 for snow storage in Pitchfork. This includes, but is not limited to, any personal injury, property damage, or environmental damage resulting from snow storage, snow removal operations, or any related activities performed by the Association, its contractors, or agents related to snow removal and snow storage on Lot 34 in Pitchfork.

Gunnison County shall not be held liable for any damages, injuries, or claims arising from or related to the use of Lot 34 for snow storage by Pitchfork Association, Inc. Association accepts Lot 34 in its current condition and assumes all risk and responsibility associated with its use for snow storage.

After the snow melts in Spring 2026, the Association will ensure that all trash and debris are removed from Lot 34. If any erosion or damage from snowplows or snow storage has occurred to Lot 34, Association shall restore Lot 34 to its natural state no later than June 1, 2026, at its sole cost and responsibility.

PITCHFORK ASSOCIATION, INC.

By: _____
Scott Winget, Its President

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Matthew Birnie, County Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Representative Jeff Hurd; Wildl

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Letter of Support to Congressman Jeff Hurd regarding the Wildlife Road Crossings Program Reauthorization Act

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: 1/2/2026

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

Agenda Date: 1/6/2026

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

January 6, 2026

Representative Jeff Hurd
743 Horizon Court, Suite 112
Grand Junction, CO 81506

RE: Wildlife Road Crossings Program Reauthorization Act

Dear Representative Hurd,

The Gunnison County Board of County Commissioners are contacting you in support of the Wildlife Road Crossings Program Reauthorization Act of 2025 (H.R. 6078), recently introduced by Representatives Beyer and Zinke. We respectfully urge you to consider co-sponsoring this important bipartisan legislation that will make a positive impact on your District.

This legislation would permanently authorize the Wildlife Crossing Program and extend funding through fiscal year 2031, providing critical grants to states to plan and construct wildlife crossing infrastructure. These investments save human lives, protect wildlife, and reduce costly damage to vehicles and infrastructure.

The problem is urgent. Annually, there are between one and two million vehicle collisions with large animals—including deer, elk, moose, and bear. These collisions result in millions of dead animals, hundreds of human fatalities, tens of thousands of injuries, and billions of dollars in damage for everyday Americans. Here in Colorado, we experience over 3,000 collisions with large animals every year. Gunnison County and the broader Western Slope experience these impacts firsthand due to extensive rural highways, seasonal migration corridors, and high levels of wildlife activity.

The effectiveness of wildlife crossings is well documented. Overpasses, underpasses, and related infrastructure have been shown to reduce wildlife-vehicle collisions by more than 90 percent. Colorado has emerged as a national leader in this work, demonstrating how smart infrastructure investments can improve safety for motorists while conserving critical wildlife corridors.

Importantly, the Gunnison County Sustainable Tourism Committee has recently added a strategic objective to its adopted strategic plan focused on working in partnership with Colorado Parks and Wildlife (CPW) to help develop a plan and a clear path forward for constructing wildlife crossings in Gunnison County. In addition, STOR has recently secured $50,000 in funding to support the wildlife crossing planning process and is committed to advancing this work toward implementation. Permanent authorization of the Wildlife Crossing Program would be instrumental in helping rural communities like ours move from planning to construction.

Demand for the Wildlife Crossing Program continues to exceed available funding. Since its authorization in 2021, the Wildlife Crossings Pilot Program has received 128 applications but has only been able to

fund 35 projects across 29 states. Many high-priority projects in Colorado—including within the 3rd Congressional District—remain unfunded and would directly benefit from the permanent authorization of this program. Here in Gunnison County, we are securing funding and conducting the requisite preliminary work to obtain wildlife crossing infrastructure on our two major highways, but it is very clear that without federal support, it will be very difficult to secure the necessary funds for construction. Communities across your district are engaging in this same preparatory work, but we need your help to ensure that these life-saving projects come to fruition.

As a member of the House Transportation and Infrastructure Committee and the Highways and Transit Subcommittee, your leadership is especially influential in shaping the future of transportation safety and infrastructure funding. Colorado has already benefited from this program, including the $25 million grant awarded for the Greenland Wildlife Overpass, and continued leadership at the federal level will allow similar projects to move forward statewide.

Thank you for your service to Colorado's 3rd Congressional District and for your leadership on transportation issues. By co-sponsoring H.R. 6078, you can help ensure safer roads, healthier wildlife populations, and continued national leadership in wildlife crossing infrastructure.

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: Colorado Counties, Inc. 2026 Steering Committees D

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

CCI Proxy Form

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: 1/2/2026

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 1/6/2026

Revised April 2015

CCI Colorado Counties, Inc.

ELEVATING IMPACT. UNIFYING COLORADO.

2026 Steering Committees Designation of Proxy

*A Board of County Commissioners **MAY** designate a county staff member to serve as proxy and vote in the event of a commissioner absence during a Steering Committee meeting.*

The Board of County Commissioners designates _____
(First & Last Name)

to serve as proxy on behalf of _____ county to the following
(County Name)

Steering Committee(s) during the 2026 session:

- ☐ Agriculture, Wildlife, and Rural Affairs
- ☐ General Government
- ☐ Health and Human Services
- ☐ Justice and Public Safety
- ☐ Land Use and Natural Resources
- ☐ Public Lands
- ☐ Taxation and Finance
- ☐ Tourism, Resorts, and Economic Development
- ☐ Transportation and Telecommunications

To be certified by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Contact Information of Proxy:
Counties will be contacted via e-mail regarding meeting details, including Zoom links.

Name: _____

Title: _____

E-Mail: _____

Please submit to Kieran Boes at kboes@ccionline.org
***by** January 23, 2026*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Replat; LUC-25-00010; Sunhouse Townhomes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Applicants, Jared W. Brin, Lisa M. Brin, John Haynes, and Elizabeth Jordan, represented by Kendall Burgemeister, have submitted a request to replat Sunhouse Condominiums as Sunhouse Townhomes.

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:
Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 1/6/2026

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-25-00010 | ADMINISTRATIVE REVIEW | SUNHOUSE TOWNHOMES REPLAT
Memo Date: December 24, 2025
Meeting Date: January 6, 2025

The Applicants, Jared W. Brin, Lisa M. Brin, John Haynes, and Elizabeth Jordan, represented by Kendall Burgemeister, have submitted a request to replat Sunhouse Condominiums as Sunhouse Townhomes as shown in Exhibit A. *Plat.* No physical changes or development activities are proposed. The 2-unit building is located at 104 Blackstock Dr. in Crested Butte South-Second Filing (Parcel # 3257-272-21-001 and Parcel # 3257-272-21-002). The building consists of approximately 3,890 square feet combined. The units share a party wall and are residential in nature. A Declaration of Protective Covenants is to be recorded concurrently with the plat which will terminate and supersede the Declaration Establishing Sunhouse Condominiums recorded May 3, 1994.

The units were constructed pursuant to building permit BP-93-00182 issued on August 20, 1993. The units were platted as Sunhouse Condominiums under reception no. 451229 on May 3, 1994. The purpose of the proposed plat is to convert the Sunhouse Condominiums from condominium ownership into a townhome planned community.

The Townhome Plat was reviewed by planning staff and the County Attorney's Office on April 30, 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 for 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. **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. **No physical changes or development activities are proposed as part of this land use change application.**

Thank you,

Caroline Danielson

Planner I – Gunnison County Community and Economic Development

Caroline Danielson, *Planner I*
(970) 641-7981
cdanielson@gunnisoncounty.org
www.GunnisonCounty.org

Exhibits

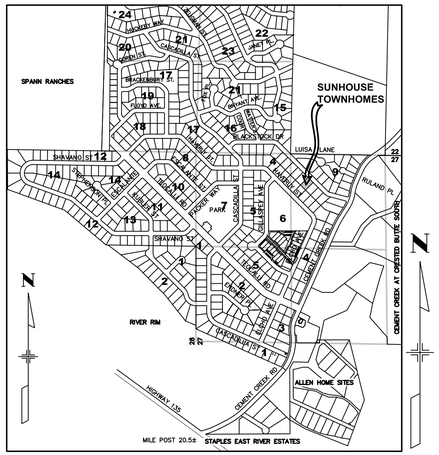
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-25-00010. Click on "Attachments".

1. Plat

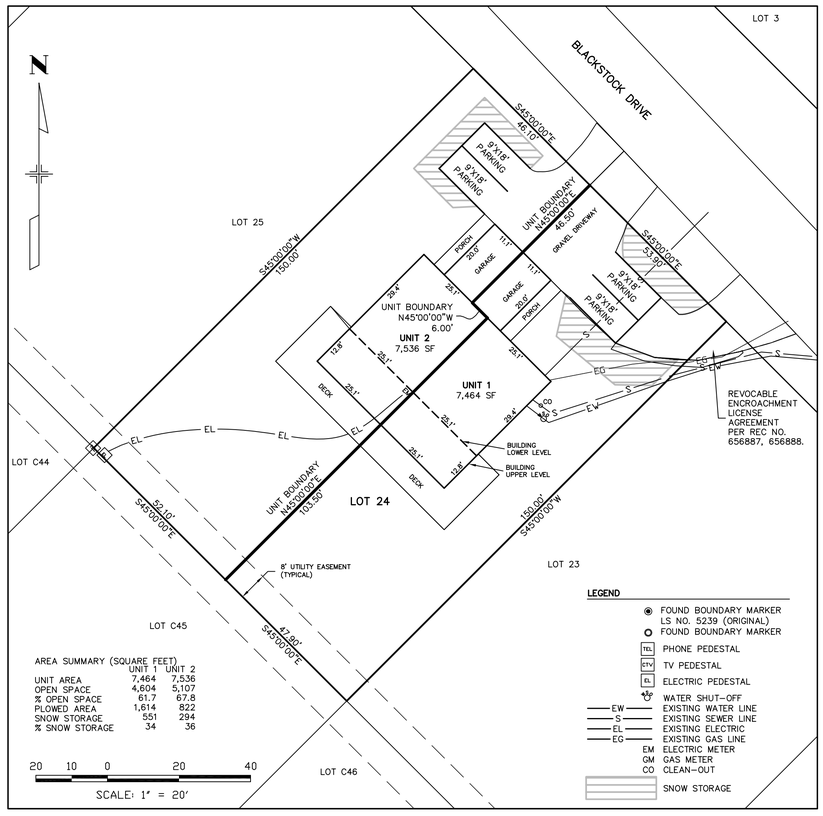
PLAT OF
SUNHOUSE TOWNHOMES

LOT 24, BLOCK 4
CRESTED BUTTE SOUTH - SECOND FILING
GUNNISON COUNTY, COLORADO

ALSO BEING LOCATED WITHIN THE
NE1/4 NW1/4 SECTION 27
TOWNSHIP 14 SOUTH, RANGE 85 WEST
OF THE SIXTH PRINCIPAL MERIDIAN



VICINITY MAP
SCALE: 1"=1000'±



AREA SUMMARY (SQUARE FEET)

	UNIT 1	UNIT 2
UNIT AREA	7,464	7,536
OPEN SPACE	4,604	5,107
% OPEN SPACE	61.7	67.8
PLOWED AREA	1,614	822
SNOW STORAGE	551	294
% SNOW STORAGE	34	36

DEDICATION

Jared W. Brin and Lisa M. Brin, as the owners of Unit 1; and John Haynes and Elizabeth Jordan, as the owners of Unit 2; both within the Sunhouse Condominiums, as shown on the Condominium Map thereof recorded May 3, 1994, at Reception No. 451229, in Gunnison County, Colorado, under the name of SUNHOUSE TOWNHOMES, have laid out,platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other common elements shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

By _____ Date:_____
Jared W. Brin

By _____ Date:_____
Lisa M. Brin

By _____ Date:_____
John Haynes

By _____ Date:_____
Elizabeth Jordan

The foregoing Dedication was acknowledged before me in _____County, State of _____, this _____ day of _____, 2025, by Jared W. Brin and Lisa M. Brin.
My commission expires: _____.

_____
Notary Public

The foregoing Dedication was acknowledged before me in _____County, State of _____, this _____ day of _____, 2025, by John Haynes and Elizabeth Jordan.
My commission expires: _____.

_____
Notary Public

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY.

The owners of the property, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of this property, and any improvements thereto. 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 agree 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.

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY.

The owners of property, on behalf of 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. 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, expense.

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of SUNHOUSE TOWNHOMES is approved this _____ day of _____, A.D. 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 lot owners ~~and not by Gunnison~~ County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

Attorney's Opinion

I, Kendall K. Burgemeister, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein identified on this plat. Title is vested in:

Unit 1: Jared W. Brin and Lisa M. Brin, as joint tenants;
Unit 2: John Haynes and Elizabeth Jordan, as joint tenants;

Free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Reservations in U.S. Patents recorded May 19, 1898 in Book 115 at Page 303 at Reception No. 082720 recorded June 30, 1882 in Book 41 at page 494; and in Patent recorded May 19, 1898 in Book 115 at Page 303;
2. Plat of Crested Butte - South Second Filing recorded September 24, 1970 at Reception No. 281588;
3. Amended and Restated Covenants and Restrictions for Crested Butte South recorded January 1, 2023, as Reception No. 689469;
4. Easement for Right of Way, recorded May 12, 1977, in Book 502 at Page 237;
5. Condominium Map of Sunhouse Condominiums recorded May 3, 1994, at Reception No. 451229;
6. Condominium Declaration recorded May 3, 1994, in Book 744 at Page 771;
7. Bylaws of Sunhouse Condominium Association recorded May 3, 1994, in Book 744 at Page 784;
8. Board of County Commissioners of Gunnison County, Colorado, Resolution No. 03-46 recorded September 25, 200,3 at Reception No. 535203; Resolution No. 43 Series 2004 recorded July 20, 2004, at Reception No. 544256; Resolution No. 2008-38 recorded September 3, 2008, at Reception No. 586264; Resolution No. 2017-5 recorded March 8, 2017, at Reception No. 645299; Resolution No. 2017-6 recorded March 8, 2017, at Reception No. 645298; Resolution No. 14 Series 2020 recorded April 7, 2020, at Reception No. 665995; Resolution 2023-8;
9. Map recorded January 20, 2011, at Reception No. 603344;
10. Revocable Encroachment License Agreement, recorded October 29, 2018, at Reception No. 656887;
11. Utility Easement Agreement, recorded October 29, 2018, at Reception No. 656888;
12. Any rights, claims, liens, defects, encumbrances, or easements not shown by the public records or first appearing in the public records or attaching subsequent to the effective date hereof; and
13. Any and all unpaid taxes and assessments.

Dated this _____ day of _____, 2025.

_____
Kendall K. Burgemeister, Attorney Reg. No. 41593

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a Registered Land Surveyor in the State of Colorado do certify that this Townhouse Plat of SUNHOUSE TOWNHOMES, Units 1 and 2 was made by me and under my supervision and is accurate to the best of my knowledge, that the improvements as constructed conform substantially to this townhome plat, that this plat fully and accurately depicts the layout, measurements and location of all of the improvements on the real property, the townhome designation.

Dated this _____ day of _____, 2025.

_____
Norman C. Whitehead, P.E.-P.L.S.
Colorado No. 27739

NOTES:

1. Any person who acquires any interest in any of the real property platted in this Plat shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Declaration of Protective Covenants for Sunhouse Townhomes recorded as Reception No. _____ in the records of the Clerk and Recorder of Gunnison County, Colorado.
2. According to Colorado law, you must commence legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor §s certificate shown herein.
3. A blanket easement exists across Lot 24, Block 4, Crested Butte South, Second Filling, under all of the units and the improvements situated thereon, for the benefit of all unit owners of Lot 24, Block 4, Crested Butte South - Second Filing, for the installation, replacement, repair and maintenance of all utilities including but not limited to water, sewer, gas, telephone, electricity and cable television, together with any lawn sprinkler system and drainage facilities.
4. All utility locations are approximate and shall not be relied upon for construction. The appropriate agencies should be contacted before digging.
5. Under Colorado's Fence Law, C.R.S. 35-46-101, lot owners are hereby notified that fencing out livestock is the responsibility of the Crested Butte South Property Owners Association or lot owners. Crested Butte South Property Owners Association is responsible for maintaining the perimeter fence around Crested Butte South.
6. Animals must be controlled by kenneling, leashing or other physical restraint. Any expense of enforcing domestic animal control restrictions by Gunnison County shall be at the expense of the animal's owner.

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 _____, 2025, as Reception Number _____.

_____
Gunnison County Clerk and Recorder

SUNHOUSE TOWNHOMES
LOT 24, BLOCK 4
CRESTED BUTTE SOUTH - SECOND FILING
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

PROJECT: 24119.00	DWG.: PLAT
DATE: 10/23/25	SHEET 1 OF 1

ORIGINAL SHEET SIZE: 24"X36"

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions Appointment

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Boards and Commissions Appointments for 7th Judicial Court, Board of Adjustment, Cemetery District Board, Extension Advisory Committee, Environmental Health Board, Library Board of Trustees, Region 10, Gunnison County Sage-grouse Strategic Committee, Southwest Opioid Regional

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: 1/2/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 1/6/2026

Revised April 2015

From: [redacted]
To: BOCC
Subject: community corrections board
Date: Monday, October 27, 2025 9:22:07 AM

[EXTERNAL SENDER - USE CAUTION]

Good Morning,
I have enjoyed the last year plus as a member of the community corrections board in the 7th judicial district and i would like to continue in this role. It dovetails nicely with the work I do as a forensic evaluator in Colorado and adjunct instructor at Western, and i feel as though i am able to contribute a unique viewpoint to board operations and the community as a whole.

Please let me know if you need me to reapply formally. If I don't hear otherwise i will continue to attend the meetings.
The next one is scheduled for November 11th!

Thank you in advance for your consideration!
Susan (Suzy) Coykendall
[redacted]

Andrew J Brookhart
[redacted]
Gunnison, CO 81230

November 10, 2025

Laura Puckett Daniels, Chairperson
Gunnison County Commissioners
200 E. Virginia
Gunnison, CO 81230

Laura,

It continues to be an honor to serve the community as an alternate on the Gunnison County Board of Adjustment. This letter is an application to serve as a regular member of BOA beginning in 2026.

Since first joining the board as an alternate in January 2025 I have gained a deeper understanding of the role of the BOA, the nuances of the LUR, and the range of issues that come before the BOA. I have felt supported, informed, and prepared by the County's planning and legal departments. I have also enjoyed the opportunity to work alongside the elected officials responsible for establishing the regulations that are being applied by the BOA. I have found the Gunnison County Commissioners to be thoughtful, professional, and considerate in their work.

I want to serve on the BOA because the decisions it delivers are important for the future of our community. Gunnison County continues to experience considerable growth and change. I expect the pace of growth and change to only accelerate in the coming years. That growth will continue to create challenging land use issues for the BOA to consider.

I have a clear understanding that the BOA is not a policy making body but rather a neutral body that is charged with studying unique appeals through the lens of the County's rules and regulations. This narrow responsibility is a relief from any political pressure or personal bias that may otherwise influence my opinions about land use in Gunnison County, and I am committed to making decisions that respect the rules and regulations that are adopted by the elected officials of Gunnison County.

I enjoy working as a member of a board. I understand that the power of the board exists in the whole board and not in its individual members. I enjoy participating in rigorous deliberations and believe people making an appeal deserve to understand the thinking of the whole board. I have worked for a board for fifteen years as a librarian. For eleven years, I have interacted directly with the board as their library director. That perspective helps me understand the interface between the professional staff and the board. I appreciate the importance of asking questions, working with staff ahead of the meeting to clarify any unknowns, and generally respecting the work of professionals who do the day-in-day-out work of Gunnison County. I also acknowledge the ability of an appellant to further appeal a BOA decision to the District Court. As such, I believe it is important to seek the advice of legal counsel and to always follow the advice of counsel.

Thank you for considering this application to serve as a regular member of the Board of Adjustment and for providing an opportunity to serve the community.

Warm regards,

Drew

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, October 28, 2025 1:30:18 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Board of Adjustments
First and Last Name	John O'Neal
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I have enjoyed my short time on the Board of Adjustments and would like to continue to serve in that capacity. I see the Board's role as an important one in the County. The LUR is the basis for all Land Use decisions and occasionally there is a need for clarity and further conversations to be able to make decisions on land use proposals. I would like to be involved in these future land use conversations. Most of my experience in land use has been with affordable housing projects and developments using off-site construction. I believe my experience can continue to be helpful on the Board of Adjustments. Thank you for your consideration. John ONeal
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: Tuesday, November 18, 2025 11:33:27 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Board of Adjustments
First and Last Name	Andy Tocke
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I have an interest in serving my community. I appreciate that the public as an avenue to appeal decisions made by other entities. The board provides an avenue for people's voice and allows for flexibility within the LUR. While at times it is challenging, for the most part I enjoy the challenge. I find the other board members to be good considerate listeners and fair judges. I have enjoyed working with them and would be happy to continue my work on this board.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

November 24, 2025

Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

Dear Commissioners:

It has been a privilege to be on the Cemetery Board for the past three years. I have learned a great deal about the budget, the services to families, and the maintenance of a beautiful tranquil spot in our community.

I am currently serving as president of the Board. During my term we have updated the Employee Handbook and had it professionally reviewed for compliance with current employment law. We have also made some changes to the budget that allow expenses to be more specifically allocated. As with all employers in the Gunnison Valley last summer provided some staffing challenges. We are fortunate to have a long-term Administrative Assistant and Cemeterian, but finding workers was difficult. We did increase the hourly wage to be more competitive.

This past summer we purchased and placed a second columbarium and a concrete pad was poured to accommodate it and a third one when it is needed. In today's world the number of casket burials has greatly diminished and ashes are either buried or placed in the columbarium. In 2026 we will purchase two new benches and another memorial wall.

John Vader, the Cemeterian, will continue to work with the Legion Club at the high school on veteran burial plots. Many of the monuments have sunk into the ground over the years and they pour new concrete and raise the stones. The Club has been a great asset to our cemetery and it is valuable for them to participate in civic activities and pay tribute to our country's heroes. There are many graves in the cemetery of well-known people from our area. We would like to offer some tours of the historic sites next summer.

Also planned for this winter is the development of a five-year equipment replacement plan which includes lawn equipment and the larger pieces of equipment. We also need to have a maintenance plan for repairs/replacements that are over a specified amount. The wells and pumps have been in place for many years and are reaching their end of life. We must plan ahead, not only for the expense, but for the availability and delivery time cycle. In the five year plan is development of a new shop with a concrete floor, adequate power, a bathroom and hopefully an office for the Administrative Assistant which will save the cost of renting a space in town and making multiple trips to the cemetery to sell lots.

As you can see, I have put many of the skills that I developed working for Gunnison County to use as a Cemetery Board member. In addition, I have a personal connection since my parents and sibling along with many lifelong friends are buried there.

It would be my pleasure to serve another term on this Board. Please consider me for this position.

Sincerely,

Marlene D. Crosby

Marlene D. Crosby
[redacted]

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, November 17, 2025 3:42:55 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Environmental Health Board
First and Last Name	Shea Earley
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I would like to serve another term on the EHB as I believe my professional expertise lends itself to the business that comes before the board. In addition, I feel that it is a great way to help support and protect the community that I call home.
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: Tuesday, November 18, 2025 11:02:25 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Environmental Health Board
First and Last Name	Kari Roberts
Address	[redacted]
City	CRESTED BUTTE
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I served the past year, but there was only one meeting. I would like to continue in the interest of being on the board during the pending review/renewal of updated Colorado State/Gunnison County OWTS regulations.
Additional Comments	Thank you for the opportunity.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, November 18, 2025 9:04:50 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Extension Advisory Committee
First and Last Name	Shelly Sabrowski
Address	[redacted]
City	Almont
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I have been ranching in Gunnison County for 30 years and have served as a 4-H leader for over 20 years. I am very involved with the Extension Office and feel I can bring my experience to the committee, positively impacting the youth of Gunnison County.
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: Friday, October 24, 2025 11:46:32 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Extension Advisory Committee
First and Last Name	Rhonda Wenum
Address	[redacted]
City	GUNNISON
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I have been a member of this board for several years, and I appreciate the opportunity to stay informed about the activities of our extension offices at both the local and state levels. I also enjoy the opportunity to work as a group to plan for Gunnison Extension's future.
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: Tuesday, November 18, 2025 1:30:50 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Peter Caloger
Address	[redacted]
City	Almont CO 81210
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	As a member of the Committee I have seen the progress made and would like to continue to restore the Gunnison Sage Grouse population to historic levels.
Additional Comments	I request your consideration for reappointment as Regular Community at Large member of the committee. Peter Caloger

Email not displaying correctly? View it in your browser.

GUNNISON TRAILS

December 1, 2025

Gunnison County Administration
Gunnison Basin Sage-grouse Strategic Committee
200 E. Virginia
Gunnison, CO 81230

To whom it may concern,

I am writing to express my interest in continuing to serve on the Gunnison Basin Sage-grouse Strategic Committee as a representative for the recreation community. I feel it is critical to have recreation-based representation on the committee to better inform management decisions. In addition, it has been critical to Gunnison Trails' outreach and education efforts to better inform the recreating public about important seasonal trail and road closures in place to protect the Grouse.

I appreciate the time I've served on the committee since 2017, and look forward to continuing to represent the recreation community as we work to conserve Sage-grouse and the habitat they rely on here in the Gunnison Basin. Thank you for your consideration.

Sincerely,

Tim Kugler
Executive Director, Gunnison Trails
[redacted]

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, October 29, 2025 10:31:39 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Sarah Elzay
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Dear Board of County Commissioners, I am writing to express my enthusiastic interest in continuing to serve as the Education and Research Representative on the Gunnison Sage-grouse Strategic Committee. I am eager to continue to contribute my background in ecology and invasive species management to the committee's mission of preserving the Gunnison Sage-grouse. My professional experience is directly aligned with the Strategic Committee's objectives, particularly those requiring evidence-based strategy and data-driven coordination. My research background in landscape ecology and invasive species management provides the analytical capacity necessary to participate as the Education and Research representative. As the Cheatgrass Coordinator, I provide important expertise and experience managing cheatgrass, considered one of the greatest threats to the Gunnison Sage-grouse and sagebrush ecosystems. In this role, I have led the Cheatgrass subcommittee for the past eight months as we have developed treatment prioritization tools, a framework for a strategic management plan, and helped coordinate cheatgrass management across boundaries in the Gunnison Basin. I have demonstrated an ability to synthesize complex scientific research into clear, actionable recommendations is central to ensuring successful, coordinated

cheatgrass management on both private and federal lands. Further, I have become familiar with the region and stakeholders and recognize the areas that require continued work, idea generation, and funding and I look forward to continuing this work.
The preservation of the Gunnison Sage-grouse is a monumental challenge requiring inter-agency synergy. I am fully committed to working collaboratively with other members of the Strategic Committee, stakeholders, and the public to ensure the long-term preservation of this species and its essential habitat.
Thank you for considering my application for the Education and Research Representative. I look forward to the opportunity to discuss how my expertise can serve the vital work of the Strategic Committee.

Sincerely,

Sarah Elzay

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, October 29, 2025 4:13:51 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Patrick Magee!
Address	[redacted]
City	GUNNISON
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I have been involved with Gunnison Sage-grouse conservation for nearly 30 years and am excited to contribute to the work by our local community to implement measures to conserve the Gunnison Sage-grouse. I am especially interested in reseach, education and outreach, and restoration.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

Watershed Weed Commission

First and Last Name*

Tom Eager

Address*

[redacted]

City*

Gunnison

Phone*

[redacted]

Email Address*

[redacted]

Why would you like to serve on this Board or Commission?

I would like to participate in efforts to reduce the impact of invasive weed species in the Gunnison Basin.

Additional Comments

N/A

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, October 31, 2025 7:42:05 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Watershed Weed Commission
First and Last Name	James L Johnson
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I care strongly about Gunnison County and its environment. I believe that a science based, well informed approach to managing invasive weeds is important, and because of my agronomic background I can be an asset to the committee. Thank you.
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: Tuesday, October 28, 2025 3:55:48 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Watershed Weed Commission
First and Last Name	Lorraine Rup
Address	[redacted]
City	Gunnison, CO 81230
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	The Commission as a whole and its individual members perform a valuable service for Gunnison County. I am impressed by members' knowledge and dedication to noxious weed control. I am honored to be a part of this successful effort by serving as a citizen representative. My main focus is weed control in residential subdivisions. I have also served as secretary for many years, and I am happy to continue in that role if the Board agrees. Thank you.
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: Sunday, November 23, 2025 11:31:01 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Library Board of Trustees
First and Last Name	David Baumgarten
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Greetings Chairperson Puckett Daniels, Commissioner Houck and Commissioner Smith. Please consider this correspondence to be my application for Board of County Commissioner appointment as a member of the Gunnison County Library Board of Trustees. I have had the honor to be a Trustee since 2021 and would look forward to continuing. An essential first step in my making this request, and for your favorable evaluation of it, is to identify those duties and obligations I have performed and am asking to continue. As a Board of Trustees member, I owe allegiance to the institution and must act in good faith with the interests of the Library in mind and to further the management and control of the Library, including: Create and develop the mission of the Library and be prepared to articulate it clearly and concisely; Regularly plan and evaluate the Library's service program based on community needs; Secure adequate, sustainable funding for the Library's service

program; exercise fiduciary responsibility for the use of public and private funds;

Adopt and regularly review policies and rules regarding library governance and use and defend them when challenged;

Establish, maintain and create facilities that meet the community's and Library's needs within fiscal and other constraints;

Promote the Library in the local community and in society in general; and

Conduct the business of the Library in an open and ethical manner in compliance with all applicable laws and regulations, and with respect for the institution, Board of County Commissioners, public and staff.

I have made and fulfilled my personal and professional commitments to contribute time and energy to faithfully carry out these duties not least because of the collegial and collaborative participation of other Board members, Director and staff. I look forward to continuing to do so.

Thank you for your consideration.

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

Pamela Gardner Montgomery

November 10, 2025

Board of County Commissioners
200 East Virginia Avenue
Gunnison, Colorado, 81230

Dear Commissioners:

It has been my genuine pleasure to serve on the Gunnison County Library District Board of Trustees for the past five years. In my forty plus years of nonprofit work, this board is the best I've ever sat on or worked with or for. I would very much like to serve another term.

We have a strategic plan that encompasses each sector of the organization from vision to the nitty gritty of budgeting. The plan is reflected in each of the district's areas of operation and the budget is broken out by the various centers. The process is elegant.

Libraries in the US have morphed over the years from the time of "Shhh" signs to centers of engagement for our various communities. That is certainly true of our district. Our services are free to the public – from the accessibility of our collections to the many programs designed by staff to be inclusive. We're no longer just a place to sit and read quietly, though that is still a treasured activity. Visit any day and you're likely to find kiddos in the children's area creating art projects, listening to stories or even interacting with humongous bubbles. It's a fun place! Or in one of the large meeting rooms, you might see a Tai Chi or yoga class in progress or the screening of a movie. And all the smaller the meeting rooms will be full – with individuals looking for a quiet place to connect to the internet or a group of local folks dealing with being caregivers for those with dementia.

All of this is by design. And it flows from the strategic plan to every nook and cranny of each of our buildings. It was a highlight of my career to be part of the building of the facility in Gunnison. And now, we're on the road to a new facility in Crested Butte South. This board has been together through the planning process and execution of the Gunnison building and is well-suited to move on to this next expansion.

I'm hopeful that I can continue to serve not only the district but the whole community through my work as a trustee.

Sincerely

Pam Montgomery

Pamela G. Montgomery

[redacted]

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, October 27, 2025 1:57:37 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Region 10
First and Last Name	Colleen Hannon
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Dear Board, I'm applying to be considered for the Region 10 GVTPR position representing Gunnison County. This position is the one that Vince will be vacating upon his retirement this fall. I was originally on the GVTPR as one of the Gunnison County representatives, but resigned so that the County could put a staff person, Martin Schmidt, on the GVTPR which makes total sense. You graciously appointed me to the full region 10 board, but I did not find that work in depth enough nor project focused, so I resigned. My focus and commitment is to transportation work. Now that Vince is retiring, I would like to go back onto the GVTPR please. I believe that I have the enthusiasm and the experience to represent our County well. I was one of the original staff members to the TPR in the 1990s when Vince first became chair. I also have drafted Region 10's regional transportation plans in the past. I served most recently as the lead grant navigator for the region which included transportation projects. During that tenure, I worked with all the jurisdictions in Gunnison County to understand their transportation, water, waste water, and other needs for federal funds. I have lived in Crested Butte, the City of Gunnison and now live in Gunnison County. I can fairly represent both the northern and southern parts of the valley as well as needs along the US 50 corridor. You can rely on me to do my homework, attend meetings, and stay abreast of county

	endeavors related to transportation. During my last appointment, I attended meetings on the access plan and RTA planning processes. I would be honored to be considered and appointed. Colleen
	Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

From: Martin Schmidt
To: BOCC
Subject: Region 10 TPR Application
Date: Friday, October 31, 2025 12:28:16 PM
Attachments: image001.png

Hello BOCC,

I would like to tender my application for the Gunnison Valley Transportation Planning Region (TPR) for another term. As the Assistant County Manager for Public Works, I am directly involved in the planning, funding, and implementation of local transportation projects and understand how critical the TPR's work is to ensuring coordinated and effective regional transportation decisions.

Having a staff member actively serving on the TPR ensures consistent participation, timely communication, and a practical, on-the-ground perspective that directly supports both local and regional priorities. Staff involvement helps maintain momentum on projects, strengthens coordination with CDOT and neighboring jurisdictions, and provides valuable technical input to guide future transportation investments.

I would be honored to represent our County in this role and to contribute to the continued success of the Gunnison Valley TPR. Thank you for your consideration.

GUNNISON COUNTY

Martin Schmidt
Assistant County Manager
for Public Works

PUBLIC WORKS DEPARTMENT
195 Basin Park Drive
Gunnison, CO 81230

MAIN (970) 641-0044
DIRECT (970) 642-7378

From: Kyle Tibbett
To: BOCC
Cc: Kari Commerford
Subject: Southwest Colorado Opioid Regional Council
Date: Tuesday, November 18, 2025 1:36:41 PM

Hello,

I am reaching out to express interest in serving on the Southwest Colorado Opioid Regional Council, which would replace Kari's position on the council.

Thank you,

Kyle Tibbett
Grasp Coordinator
Gunnison County Juvenile Services
Gunnison County Health and Human Services
(970) 641-7625

From:	Emily Mirza
To:	Holly Perry
Subject:	Tenderfoot Board
Date:	Wednesday, December 31, 2025 3:28:55 PM
Attachments:	Outlook-4rtuiguh.png Outlook-choice pas

Holly,

I would like to renew my seat on the Tenderfood Board. Thank you.

Emily Mirza, MPH
GCSAPP Program Manager
Gunnison County Dept. of Juvenile Services
202 E. Georgia Ave, Gunnison CO 81230
p: 970-642-7396
e: emirza@gunnisoncounty.org
Pronouns: she, her, hers

Donate to the Choice Pass Component Fund here - https://cfgv.fcsuite.com/erp/donate/create?funit_id=1092

GCSAPP
PROMOTING HEALTHY YOUTH + FAMILIES

CHOICE PASS!

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, October 27, 2025 10:54:39 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Western Regional EMS Council
First and Last Name	Robert Weisbaum
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	It has been a privilege to serve on the Western Regional EMS Council Board for the past seven to eight years. During this time, I have had the opportunity to collaborate with a dedicated group of professionals committed to advancing emergency medical services across our region. As the current Chairman representing the Western Region Emergency Trauma Advisory Council, I have worked to ensure that our practices align with current standards and evolving best practices in prehospital care. I wish to continue serving on this Board to further support the development and implementation of high-quality, evidence-based emergency services within Gunnison County and throughout the Western Slope. I remain passionate about advancing our collective mission to improve patient outcomes, strengthen interagency collaboration, and promote excellence within our EMS system. Thank you
Additional Comments	*Field not completed.*

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Requests for Waiver of Gunnison County Standards a

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This is a continuation of the discussion that occurred on 12/16/2025. Additional documents have been attached in front of the packet from the last meeting.

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:
Legally sufficient. SO 12/31/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/31/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/2/2026

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 1/6/2026

Revised April 2015

GUNNISON COUNTY
Public Works

Martin Schmidt, Assistant *County Manager for Public Works*
Phone: (970) 641-0044
mschmidt@gunnisoncounty.org

12/30/2025

ACCESS PERMIT APPLICATION AND LUC-25-00011

Public Works received comments from 3 residents from Lower Allen Road and additional comments from the applicant. All comments were received on or before December 23rd and have been included in this submission. Public Works does not have any additional discussion items related to the comments from the residents of Lower Allen.

The additional comments from the applicant raise the question whether a waiver is required for Section 4.5.3 of the Road and Bridge Standards, which addresses allowing a second access. Following the information presented in the public hearing and the additional written comments, Public Works continues to have concerns that a clear demonstration has not been made that the requirements of Section 4.5.3 have been satisfied to allow a second access. Therefore, it is our recommendation that the second access would need a Waiver of Standards.

Public Works does not have any additional information to present that was not included in our original memo.

The Board requested the specific language for Section 1.9.H of the Road and Bridge Standards (2020 version) which outlines the requirements for granting a Waiver of Standards.

> 1.9.H. No waiver shall be granted unless the Board, or if applicable the Director of Public Works, determines in writing the applicant has established by clear and convincing evidence that:
>
> > 1. The waiver is warranted by site specific conditions which create an unusual aspect or feature not shared by property in general; and
> >
> > 2. The waiver will not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic; and
> >
> > 3. The waiver will not adversely affect health or safety; and
> >
> > 4. The waiver will not cause substantial injury to the owner or occupant of adjacent land(s); and
> >
> > 5. The waiver will not cause substantial injury to the environment; and
> >
> > 6. The proposal will provide the functional equivalent of these Standards and Specifications.

December 23, 2025

Via Email

Gunnison County Board of County Commissioners ("Board")
c/o Gunnison County Public Works Department
chill@gunnisoncounty.org

Supplemental Statement of Hunter Family Real Estate, Ltd.

Dear Board,

Mr. Hunter and his team thought it would be useful to you to summarize a few concluding points:

The standards for issuing a waiver of the Gunnison County Standards and Specification for Road and Bridges (the "Standards") are contained in Section 1.9. In the interest of brevity, we will not reproduce them here. However, as you are aware, they instruct the Board to take into account site specific conditions, safety, efficiency, public safety, neighbors, and the environment, among other things. They also allow the Board to impose land use limitations (such as type of use) as conditions on the approval of any waiver.

Here, the applicant respectfully requests a waiver of the angle of approach requirement and a waiver allowing a second access to the property (or a determination that this second waiver is not required).

As discussed with the Board at the December 16, 2025 public hearing, the applicant intends to improve Lower Allen Road so that it is safer and more efficient for every day use by the applicant and all other users of the road. The proposed bridge will be used for residential purposes, or necessary agricultural purposes on the approximately 7 acres below the "bench." It will not be used for commercial purposes, and any agricultural or construction needs on the rest of the ranch will be met by vehicles using the existing, Upper Allen entrance. In the event of flood or fire, the bridge will provide additional, emergency ingress and egress for the applicant and the residents in the Upper and Lower Allen neighborhoods.

1. Angle of Approach.

The purpose of requiring an angle of approach of between 60 and 90 degrees is to ensure proper sight lines for vehicles entering traffic. The requirement is largely inapplicable to a cul-de-sac or dead end road as there is no or limited traffic coming from the end of the road. As a result, Gunnison County has not enforced the requirement on cul-de-sacs or tee turn-arounds, and the applicant has submitted, and the record contains, multiple examples of cul-de-sacs and tee turn-arounds where this requirement has not been applied (nor has a waiver hearing been required). The only driveway immediately adjacent to the bridge belongs to Mr. Yehle, 262 Lower Allen. He supports the bridge and has granted an easement for it. As shown in the

submitted documentation Mr. Hunter's proposed access is 90 degrees to the existing 262 driveway and does therefore meet the intent of the Standards. Mr. Hunter therefore respectfully submits that a waiver of this requirement is appropriate.

2. Two Access Points.

Per Section 4.5.3 of the Standards a waiver here is not even necessary if the additional access proposed is necessary for the safe and efficient use of the ranch and is not detrimental to the safety and operation of Lower Allen Road. As explained by Mr. Harpel at the hearing, the bridge provides the safest, most efficient route to the approximately 7 acres below the bench. The road cut down the steep slope to this area could be used in an emergency and can be used occasionally by agricultural vehicles. But, it is not a reasonable means of everyday, residential access, unless significant improvements are made that would be an eyesore from Highway 135 and larger physical and environmental impact. The bridge would not be detrimental to the safety and operation of Lower Allen Road. Indeed, the bridge would improve the safety and operation of Lower Allen Road by making it more accessible for emergency vehicles and providing an emergency access route in the event of flood or fire. Mr. Hunter understands the neighbors' concerns about their privacy and property values and hopes that the proposed conditions set forth below helps assuage these concerns. Finally, the 11-7 ranch is a large, agricultural property and two points of access are simply practical. Many ranches of this size in Gunnison County have more than one point of access.

3. Ranch Use.

As set forth in the hearing, Mr. Hunter wants to live on his property. He would use the bridge to access a home. This is a working ranch, and when Mr. Hunter bought it in 2021, there was a lot of deferred maintenance, and Mr. Hunter has made certain improvements in furtherance of agricultural efficiency and productivity. This work has generated a lot of traffic, and prompted understandable concerns from neighbors. Construction traffic is expected to decrease over time as improvements are completed. In addition, most of this traffic will continue to use the Upper Allen entrance pursuant to the limitations on the use of the bridge set forth below. Mr. Hunter does occasionally use the property for family gatherings and nonprofit events for the benefit of organizations like Tough Enough To Wear Pink, Adaptive Sports, and the Center for the Arts. These events would of course comply with any applicable county regulations **and** use the upper entrance.

4. Proposed Conditions.

   a. The bridge would only be used for residential purposes or necessary agricultural purposes on the 7 acres below the bench.

b. The 7 acres below the bench would not be subdivided into smaller parcels (though the 7 acres itself may be carved off one day with county approval).

c. The applicant would quitclaim to the county any interest it may have in the cul-de-sac on Lower Allen Road.

The applicant is certainly open to other reasonable conditions on the use of the bridge as part of any conditional approval.

5. Supplemental Bridge Flow Clarifications

After hearing comments from the public and the Board the applicant wanted to provided additional proposed bridge flow information to help provide additional clarification about the bridge and the flow characteristics. This is included in a separate document submitted with this email.

6. Conclusion

The applicant respectfully submits that the bridge is practical, safe, efficient, and reasonable for residential use. The bridge will improve the safety of Lower Allen Road, increase accessibility for emergency vehicles, and provide a means of egress in the event of catastrophic flood or fire. Mr. Hunter believes the conditions set forth above are a reasonable compromise that address the concerns of his neighbors. Mr. Hunter respectfully believes that the waivers requested are appropriate, legal, justified, and proper under the Standards and for the reasons set forth in the county's file, presented at the public hearing, and set forth herein. Most importantly, Mr. Hunter extends his sincere thanks to you for your thoughtful consideration of this matter.

TO: Gunnison County Board of County Commissioners (Via Email)

FROM: Tyler Harpel P.E. SGM

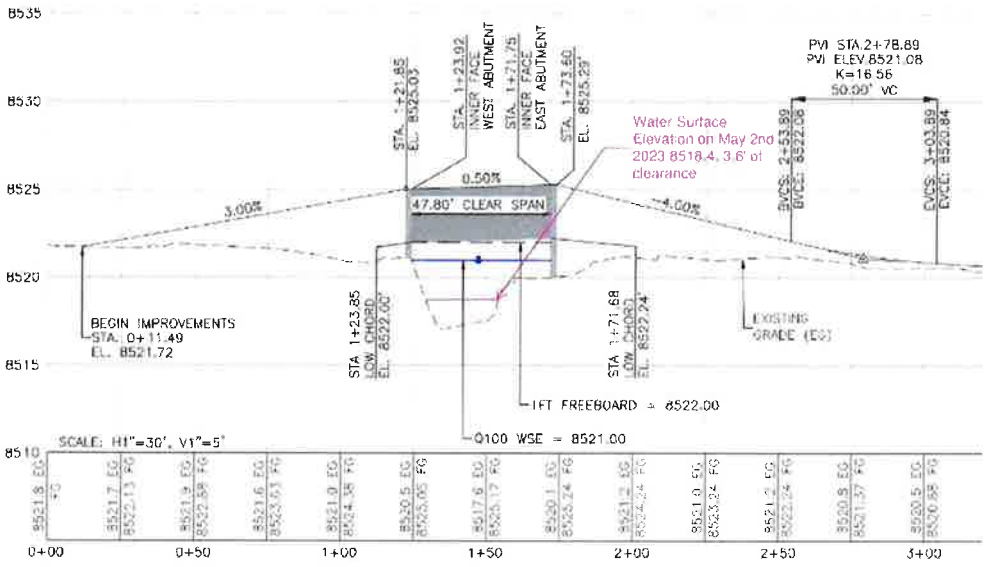
DATE: **12/23/2025**

RE: **11-7 Ranch (Hunter Family) Supplemental Bridge Flow Comment Clarifications**

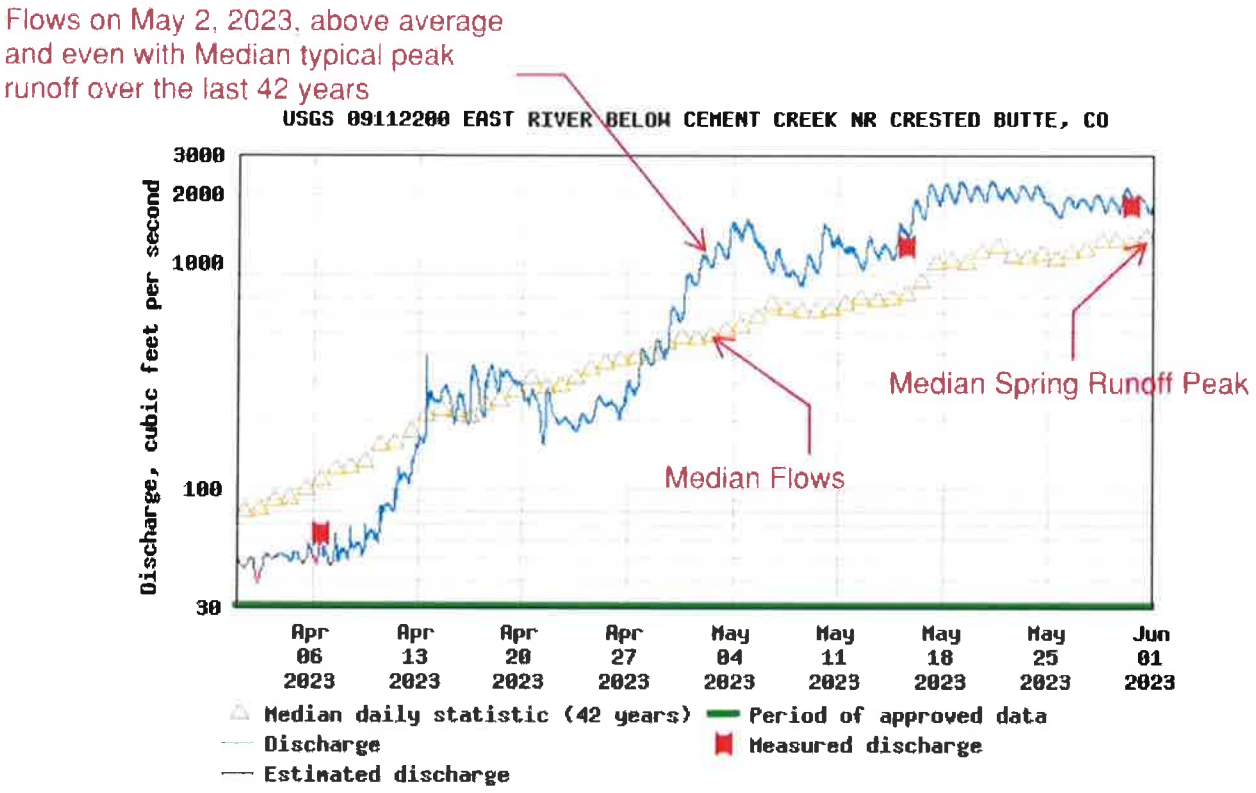
During December 16th, 2025 public hearing we heard several comments from the Lower Allen neighbors that showed their primary concern about the bridge was related to its freeboard and the potential for the bridge to cause back up during catastrophic flood events or post wildfire debris flow events. Several comments were related to the proposed bridge only having one-foot of freeboard above the 100-year flood elevation or that it seemed to have significantly less freeboard than the exiting Upper Allen bridge.

Therefore, we through it might be helpful to both the board and the neighbors if we provided more clarifying information and we take a further look into the existing Upper Allen Road bridge and its flow characteristics.

First, we think it is important to clarify that the one-foot freeboard above the 100-year flood elevation is not just one foot above the typical flows, or even the high water marks, but above the 100-year flood elevation that is above both of those elevations. We went back and evaluated the bridge freeboard during the day that the bridge hydrologic model cross sections were actually surveyed and compared freeboard and flows at those actual surveyed flows. Water surface elevations were surveyed on May 2nd, 2023 at the bridge site and were found to be 8518.4' as compared to the modeled 100-year flood elevation of 8521.0. Therefore, at typical, or even above average high spring runoff water elevation the bridge would still have 3.6' of freeboard. Below is an image of the proposed bridge cross section with the water surface elevations marked on May 2nd, 2023, and the 100-year flood elevation.



To provide more clarification of what the flows on May 2nd 2023 looked like we went back to USGS flow gage data. There are no flow gages directly on Cement Creek but we can compare it to flow gages on the East River just below the confluence with Cement Creek to compare how typical runoff flows in May 2023 were.



This chart shows that on May 2nd 2023, flows as surveyed on site at the bridge site were above the average flows and even in line with the Median Spring Runoff Peak day over the last 42 years. Peak flows in 2024 only ever just reached this elevation and flows in 2025 never reached this elevation. At the 2023 flows the proposed bridge will have 3.6' of clearance or freeboard. The one-foot of freeboard above the 100-year flood elevation is well above and beyond the typical peak spring runoff and is the current Gunnison County and State of Colorado requirement for bridge freeboard.

Secondly, we looked in detail at the Upper Allen Road Bridge, taking measurements and expanding our HEC-Ras model through it. This existing bridge is in fact about 1.5 feet taller than the proposed Hunter Access bridge from low point in the stream channel to the lowest member of the bridge. However, it is only 12' wide at the upper end and only 11' wide at the downstream end. This is **less than three times** the clear span of the proposed Hunter Access bridge at 47.8' wide. The existing bridge also has a cross-sectional flow area of approximately 78 square feet **less than half the size** of the proposed Hunter Access bridge at 158 square feet.

When we expand our HEC-Ras model to include the Upper Allen Road bridge and run it at the same 100-year flow event we find that the Upper Allen Road bridge completely fills up and the Upper Allen Road is overtopped at its low point approximately 60' to the south.

In addition to this because of the stream geometry and the sharp 90 degree turns at the location of the Upper Allen Road, this existing upper bridge, is significantly more likely to catch debris and back up during a post wildfire flood event.



When the proposed Hunter Access bridge still has 1' of freeboard flow under it the Upper Allen Road will most likely already be overtopped per flow area and flow characteristics. Therefore, during catastrophic flood and fire events the bridge would not be more detrimental to the safety and operation of the Allen Homesites neighborhood and would improve safety and accessibility for emergency vehicles and emergency access route.



View from upstream looking back at the Upper Allen Road Bridge, low point in the road approximately 60' to the south (left) where it will most likely overtop during at 100-year flood event.



Upper Allen Bridge has a new Green bridge overtop of an older Red bridge. The older Red bridge is the limiting and constricting factor.



Sharp 90-degree bends in the stream channel will make it hard for debris to flow through and under bridge.



Existing bridge is only 12' wide at the widest, and 6.5' tall from stream bottom to bottom of beams, for a cross sectional flow area of approximately 78 square feet, compared to the proposed Hunter Access bridge at 47.8 feet wide and a cross section flow area of 158 square feet.



Gunnison County Commissioners December 23, 2025

Subject: Concerns regarding Request for Waivers of Standards for Lower Allen Bridge

I have comments regarding the request to waive Gunnison County requirements for a proposed bridge on Lower Allen Road crossing Cement Creek by Hunter Family Real Estate.

The county establishes standards and specifications for a reason, often for public safety. Unless there is a significant benefit to the public, these standards should be followed. If the standards are outdated, they should be changed, rather than adopting a random approach to granting waivers.

There is a risk of wildfire in the Cement Creek drainage. It is often stated that the forest will burn; it's just a matter of when. I believe most of the forest in Cement Creek watershed is mixed conifer dominated by Spruce-Fir. Extreme fire in this type of high elevation forest does occur, usually during extreme drought, at a 100-400 year fire interval. This results in the death of nearly all trees and top kill of all shrubs and riparian vegetation.[1] Rainfall and seasonal snowmelt following a fire will result in debris flowing downstream.

Climate change is altering the weather patterns in the Upper Gunnison Basin. "The average annual temperature of the Upper Gunnison Basin is projected to increase by approximately 3°C (5.4°F) from the late 20th century to the middle 21st century. Average summer temperatures are projected to increase by approximately 4°C (7°F). Climate projections show no distinct trends in average annual or seasonal precipitation, but they reveal several ecologically important changes, including a 10-25% decrease in average annual runoff, more precipitation falling as rain rather than snow, earlier snowmelt and spring runoff peaks, and changes in the seasonality of flooding. Rising temperatures are projected to bring about these hydrologic changes no matter how precipitation patterns change in the basin (precipitation projections are considerably less certain than temperature projections)."[2]

This indicates to me there is an increased likelihood of fire in upper elevation forest in the Cement Creek drainage, followed by debris flows.

The study referenced above also states that Hydrologic changes will occur. We have all observed impacts of extreme rain events in Colorado. Most recently, in October, 2025 the area around Pagosa Springs had major flooding. News reports stated that the extreme weather was exacerbated by Climate Change. This same sort of event can happen is the Cement Creek Watershed.

Waiving requirements for a bridge for one individual's convenience is wrong. Approving a bridge that could fail during a flood event causing damage above and below the proposed bridge for many homeowners and the health of the East River is unacceptable.

Thank you for your consideration.

Mike Babler

154 Upper Allen Road

Crested Butte, CO

References

1. Romme, William H, Floyd, M Lisa. Hanna, David: Historical Range of Variability and Current Landscape Condition Analysis: South Central Highlands Section, Southwestern Colorado & Northwestern New Mexico, 2009

2. Neely, B., R. Rondeau, J. Sanderson, C. Pague, B. Kuhn, J. Siemers, L. Grunau, J. Robertson, P. McCarthy, J. Barsugli, T. Schulz, and C. Knapp. Editors. Gunnison Basin: Vulnerability Assessment for the Gunnison Climate Working Group by The Nature Conservancy, Colorado Natural Heritage Program, Western Water Assessment, University of Colorado, Boulder, and University of Alaska, Fairbanks. Project of the Southwest Climate Change Initiative. 2011,

Chris Hill

From: Jeff Writer <writercb@gmail.com>
Sent: Monday, December 22, 2025 10:01 AM
To: Callie Koch; kristyacuff123@gmail.com; Don Emmert; mike babler; jones, eney Jones; ertdad@aol.com; spsanders49@gmail.com; trpincb@hotmail.com; Lindi Campbell; telander6@aol.com; taylor@prestonhood.com; jennymfield@gmail.com; buyers48@bellsouth.net
Cc: Jonathan Houck; Elizabeth K. Smith; Laura Daniels; Public Works
Subject: Re: proposed bridge on Lower Allen

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Dear Gunnison County Commissioners and Gunnison County Public Works Department,

This is a follow-up to comments made during the Dec 16 meeting concerning the proposed bridge at the end of Lower Allen Road (I was unable to attend).

The risk of wildfire and associated post-fire flooding and debris flow is a very real risk and Gunnison County is in the process of developing a better understanding of this risk. Comments were made at the December 16 hearing that bridges on Cement Creek above the proposed bridge will capture flooding and associated debris flow. In the unfortunate (but increasingly likely) event of a wildfire in Cement Creek watershed (ranked as one of the highest at risk in our area) these bridges will likely temporarily block debris and then fail, releasing a greater wall of water and debris downstream.

For this reason the Colorado Water Conservation Board's Wildfire Ready Watersheds Program prepared a document "*Stream Crossing Assessment and Design Considerations for Post-fire Conditions*" (link) and in this memo recommended:

"Whenever possible, hazardous crossings that are redundant or wholly unnecessary should be temporarily or permanently removed." (page 11)

The proposed bridge is in a post-fire geofluvial hazard zone. Although Gunnison County has not yet modified the LUR to account for potential post-fire hazards, it is prudent to use all available information when considering proposed wavers to the current code.

I strongly encourage you to reject the request to waive current Gunnison County Standards for the sole benefit of one landowner.

Sincerely,

Jeff Writer, Ph.D. Environmental Engineering (22 Lower Allen Road)

note: I am an environmental engineer and hydrologist who has evaluated post-fire wildfire impacts and published the results of my research

Upper Gunnison River Water Conservancy District board member

Coal Creek Watershed Coalition board member

Retired instructor, University of Colorado

Former hydrologist, USGS

On Thu, Dec 11, 2025 at 11:11 AM Jeff Writer <writercb@gmail.com> wrote:
Hi Neighbors and Gunnison County Commissioners,

All residents of Lower Allen oppose the construction of a bridge on Lower Allen (with the exception of one resident). Attached is the letter to Gunnison County opposing the bridge and requesting Gunnison County **not grant a waiver** of Gunnison County Standards and Specifications for Road and Bridge Construction.

I attached the letter (which focuses upon issues relating to the potential of post-wildfire flooding, and how the bridge would increase the risk to our homes).

 Gunnison County Public Works Department_Bridge on Lower Allen

I know several other folks have expressed concerns about increased traffic and altering the characteristics of our neighborhood, and plan to submit a letter to Gunnison County about this issue.

The hearing is next Tues Dec 16, 8:45 at the Gunnison County Courthouse, and I encourage all who are able to attend (unfortunately, I am out of town).

Sincerely,

Jeff Writer

Randy Morgan
Box 321
Gunnison CO
81230
181 Lower Allen Rd

SGM

MEMORANDUM

No To Bridge

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**

Rec'd 12/17/25

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

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.

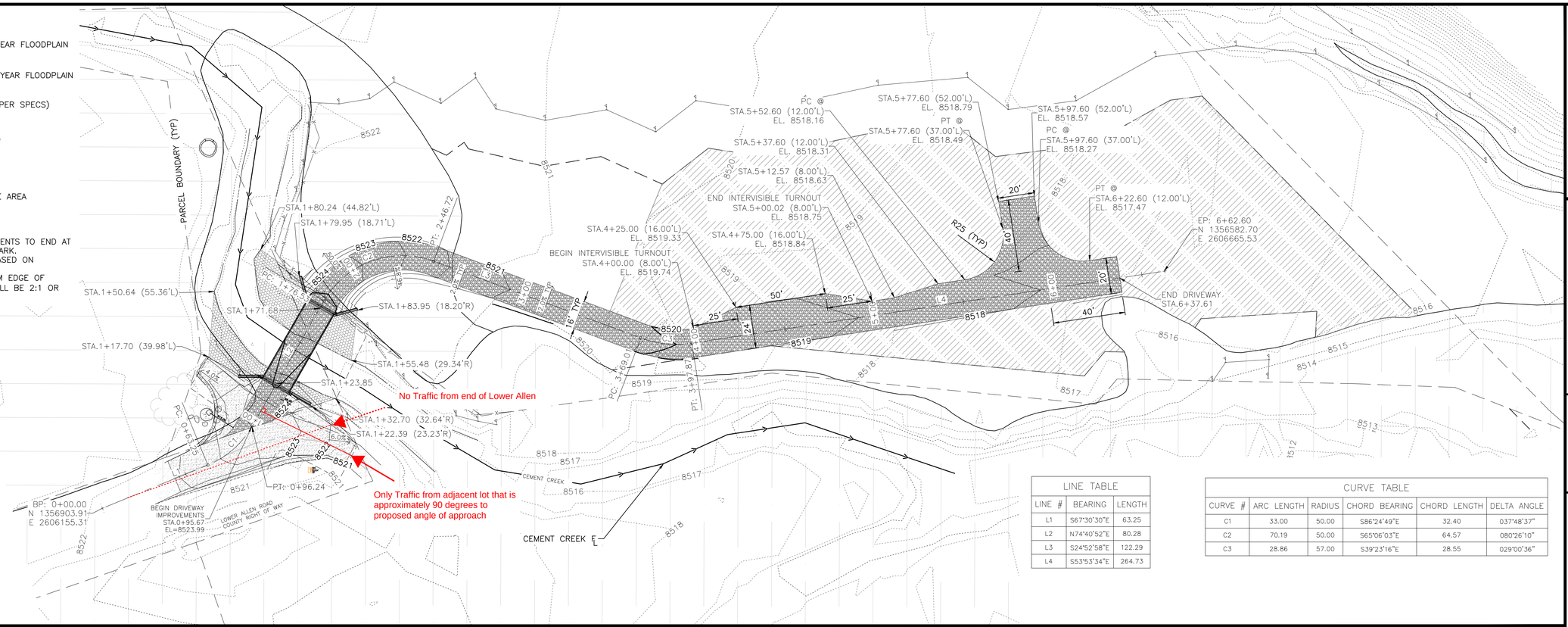
d. Would not cause substantial injury to the environment; and
   The other primary reason for the designed angle of approach is to be perpendicular to cement creek providing the least impact to the creek, the wetlands and to minimize any scour or erosion

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

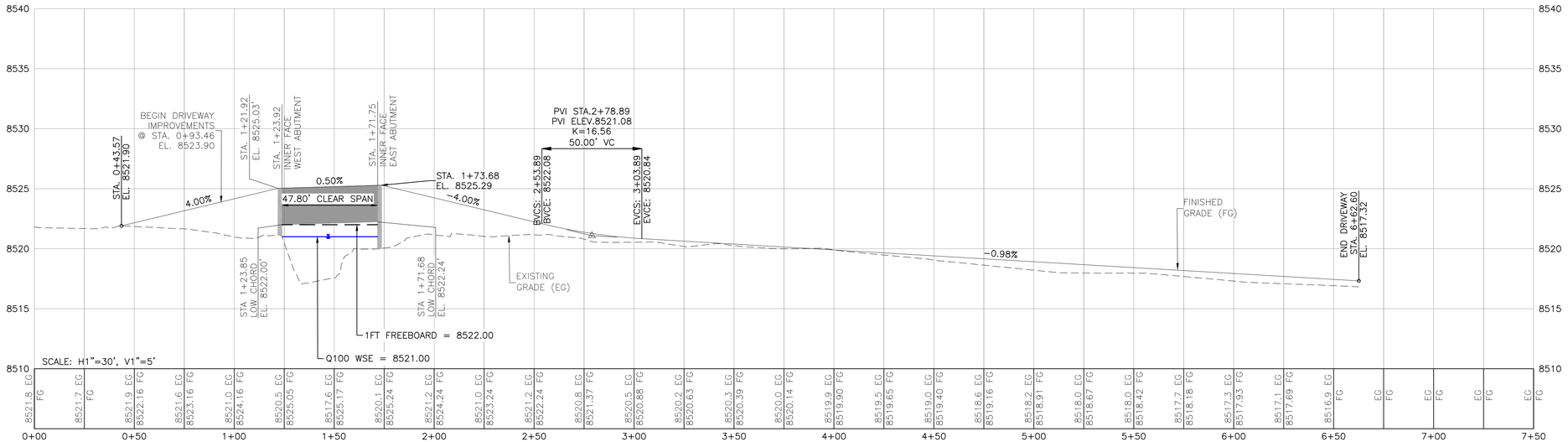
- FEMA ZONE A 100-YEAR FLOODPLAIN
- FEMA ZONE AE 100-YEAR FLOODPLAIN
- DRIVEWAY SURFACE (PER SPECS)
- ROAD IMPROVEMENTS SURFACE (MATCH EX)
- RIPRAP EXTENTS
- PROPOSED BUILDABLE AREA

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

I:\Gunnison\2021\2021-638-hunterpognonsnh\001\H-Data\Civil\PS-SheetSet\PR-BRIDGE-P&P.dwg Plotted: 3/11/2025 4:57 PM By: David Rothwell

GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT
195 Basin Park Drive, Gunnison, CO 81230
Phone: **(970) 641-0044**
Email: **publicworks@gunnisoncounty.org**
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   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
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   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

rewk.patten@gmail.com
Email Address of Applicant or Representative

9703061610
Telephone of Applicant or Representative

Rewk Patten
Printed Name of Contractor

Signature of Contractor

rewk.patten@gmail.com
Email Address of Contractor

9703061610
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 _____.

Revised 3/16/2023

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

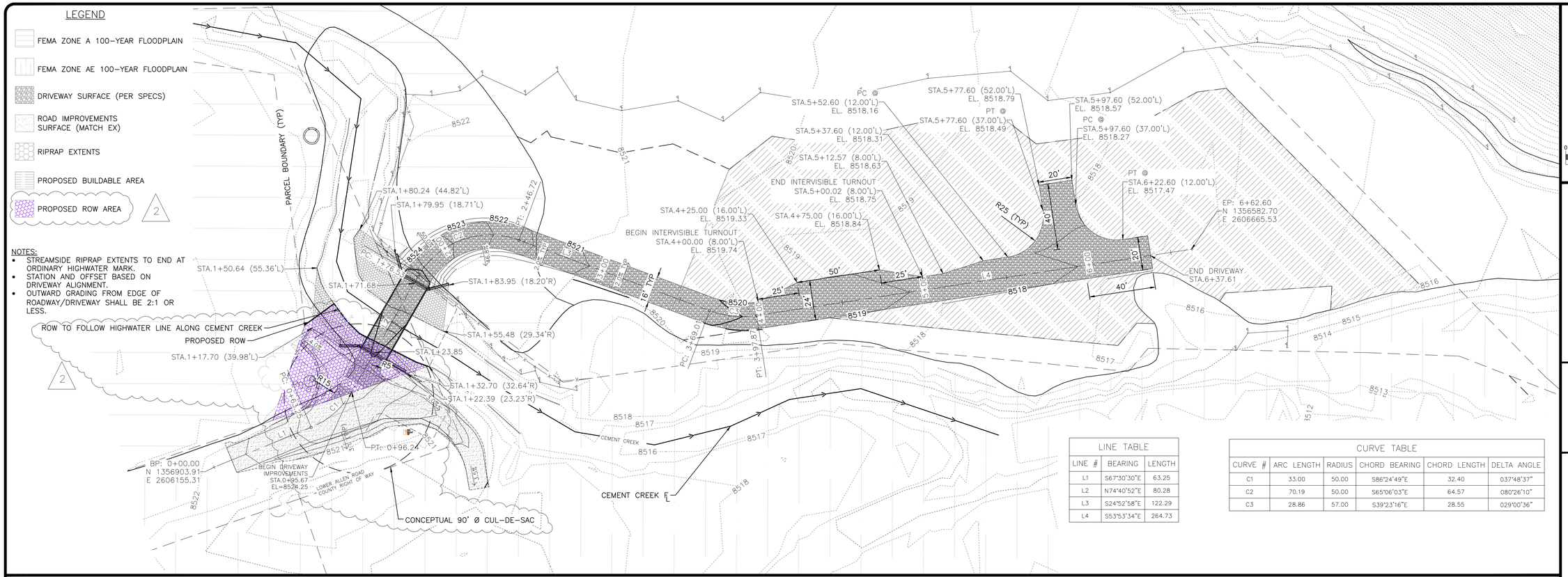
Job No. 2021-638.001
Drawn by: DR
Print Date: 09.19.2025
QC: TJH PE: TJH
File: PR-BRIDGE-P&P

Title: Overall Site Plan

Dwg No. 3

Of : 9

I:\Gunnison\2021\2021-638-Hunterproposedranch\001\Int-Dwgs\Civil\PS-SheetSet\PR-BRIDGE-P&P.dwg Plotted: 9/19/2025 2:48 PM By: David Rothwell

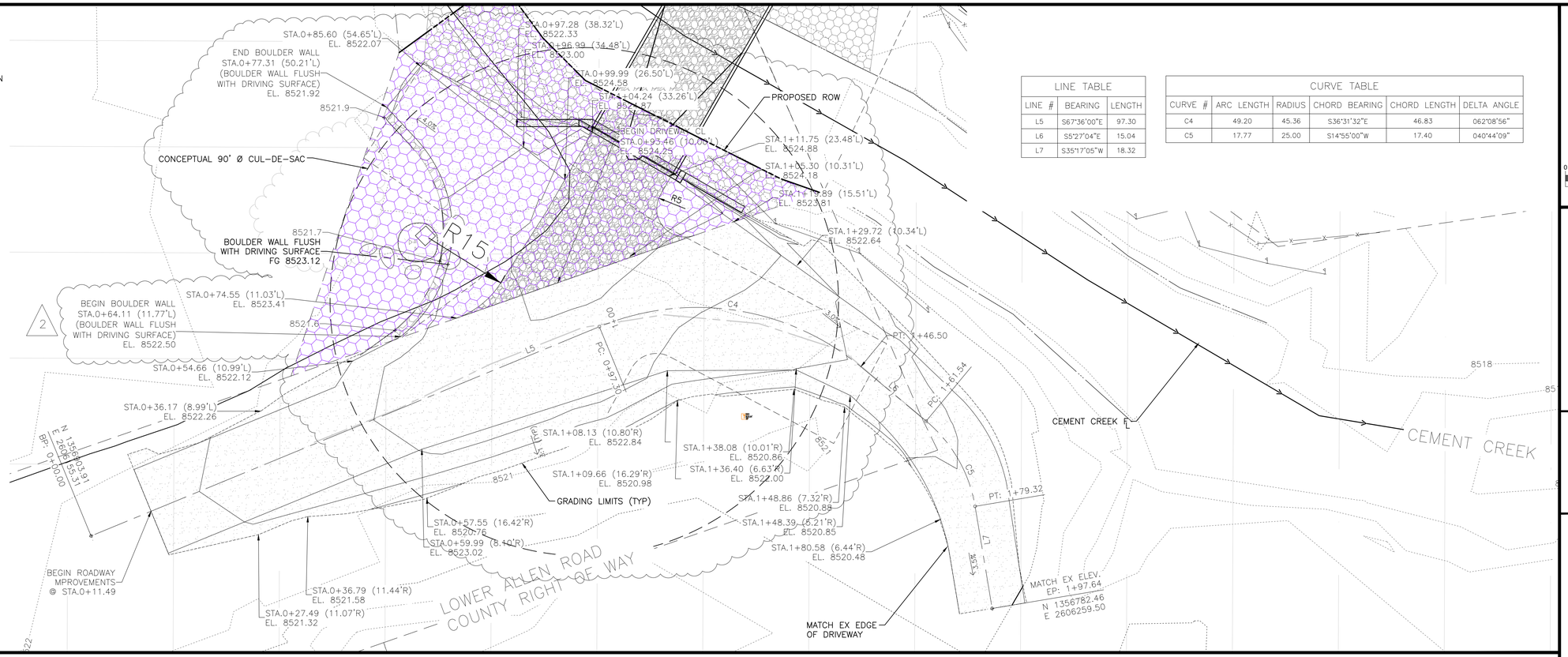

LEGEND
FEMA ZONE A 100-YEAR FLOODPLAIN
FEMA ZONE AE 100-YEAR FLOODPLAIN
DRIVEWAY SURFACE (PER SPECS)
ROAD IMPROVEMENTS SURFACE (MATCH EX)
RIPRAP EXTENTS
PROPOSED BUILDABLE AREA
PROPOSED ROW AREA
NOTES:
STREAMSIDE RIPRAP EXTENTS TO END AT ORDINARY HIGHWATER MARK.
STATION AND OFFSET BASED ON DRIVEWAY ALIGNMENT.
OUTWARD GRADING FROM EDGE OF ROADWAY/DRIVEWAY SHALL BE 2:1 OR LESS.
ROW TO FOLLOW HIGHWATER LINE ALONG CEMENT CREEK
PROPOSED ROW
PARCEL BOUNDARY (TYP)
BP: 0+00.00
N 1356903.91
E 2606155.31
BEGIN DRIVEWAY IMPROVEMENTS STA.0+95.67 EL=8524.25
LOWER ALLEN ROAD COUNTY RIGHT OF WAY
PT: 0+96.24
CONCEPTUAL 90' Ø CUL-DE-SAC
CEMENT CREEK
CEMENT CREEK ℄
STA.1+80.24 (44.82'L)
STA.1+79.95 (18.71'L)
STA.1+50.64 (55.36'L)
STA.1+71.68
STA.1+83.95 (18.20'R)
STA.1+55.48 (29.34'R)
STA.1+17.70 (39.98'L)
STA.1+23.85
STA.1+32.70 (32.64'R)
STA.1+22.39 (23.23'R)
PC: 2+46.72
PT: 2+96.72
PC: 3+69.09
PT: 3+92.59
BEGIN INTERVISIBLE TURNOUT STA.4+00.00 (8.00'L) EL. 8519.74
STA.4+25.00 (16.00'L) EL. 8519.33
STA.4+75.00 (16.00'L) EL. 8518.84
END INTERVISIBLE TURNOUT STA.5+00.02 (8.00'L) EL. 8518.75
STA.5+12.57 (8.00'L) EL. 8518.63
PC @ STA.5+52.60 (12.00'L) EL. 8518.16
STA.5+37.60 (12.00'L) EL. 8518.31
PT @ STA.5+77.60 (52.00'L) EL. 8518.79
STA.5+77.60 (37.00'L) EL. 8518.49
PC @ STA.5+97.60 (52.00'L) EL. 8518.57
STA.5+97.60 (37.00'L) EL. 8518.27
PT @ STA.6+22.60 (12.00'L) EL. 8517.47
EP: 6+62.60
N 1356582.70
E 2606665.53
END DRIVEWAY STA.6+37.61
R25 (TYP)
R15
R5
20'
40'
50'
25'
24'
16' TYP
8' TYP
4.00%
4.00%
2.00%
2.00%
4.00%
4.00%
4

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)

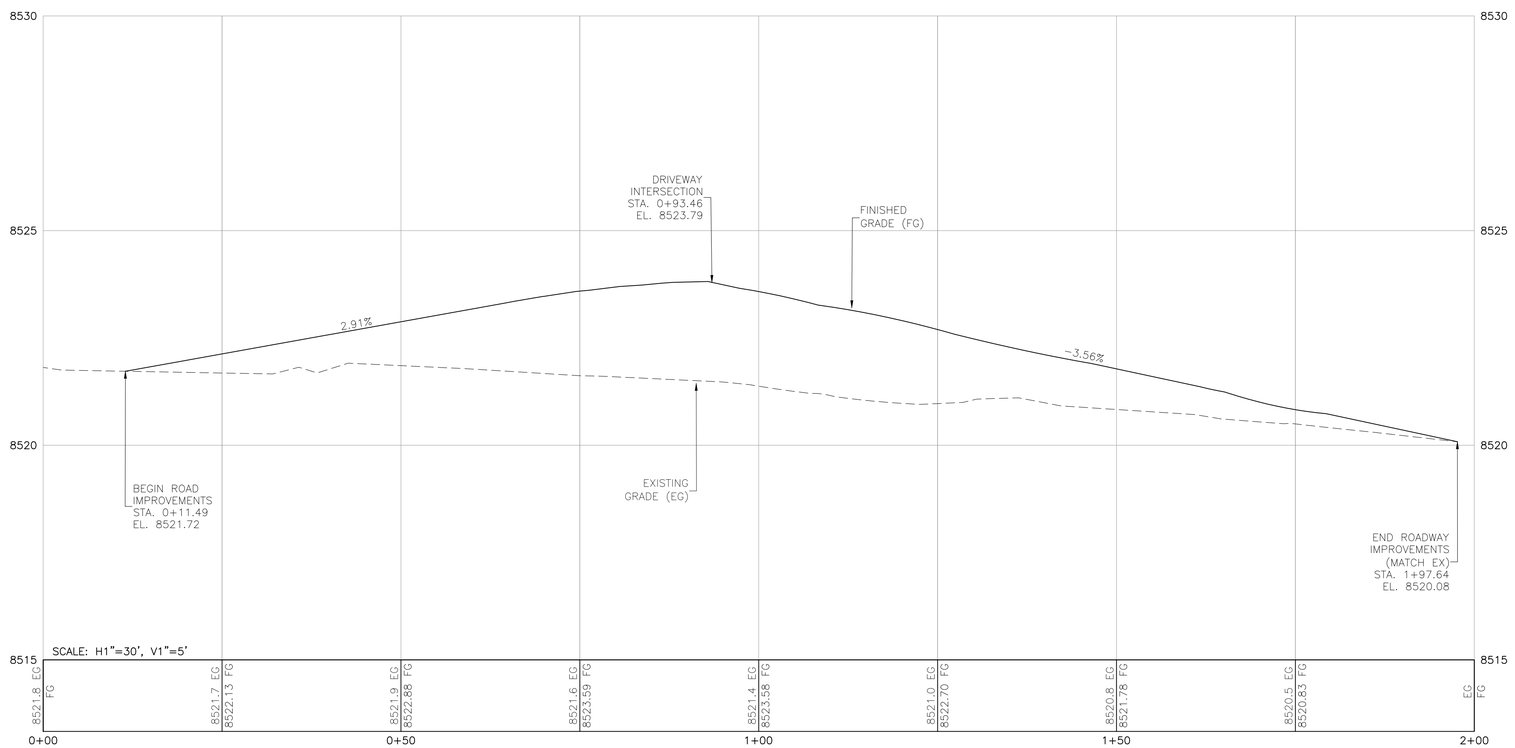
NOTES:

- 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'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

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:

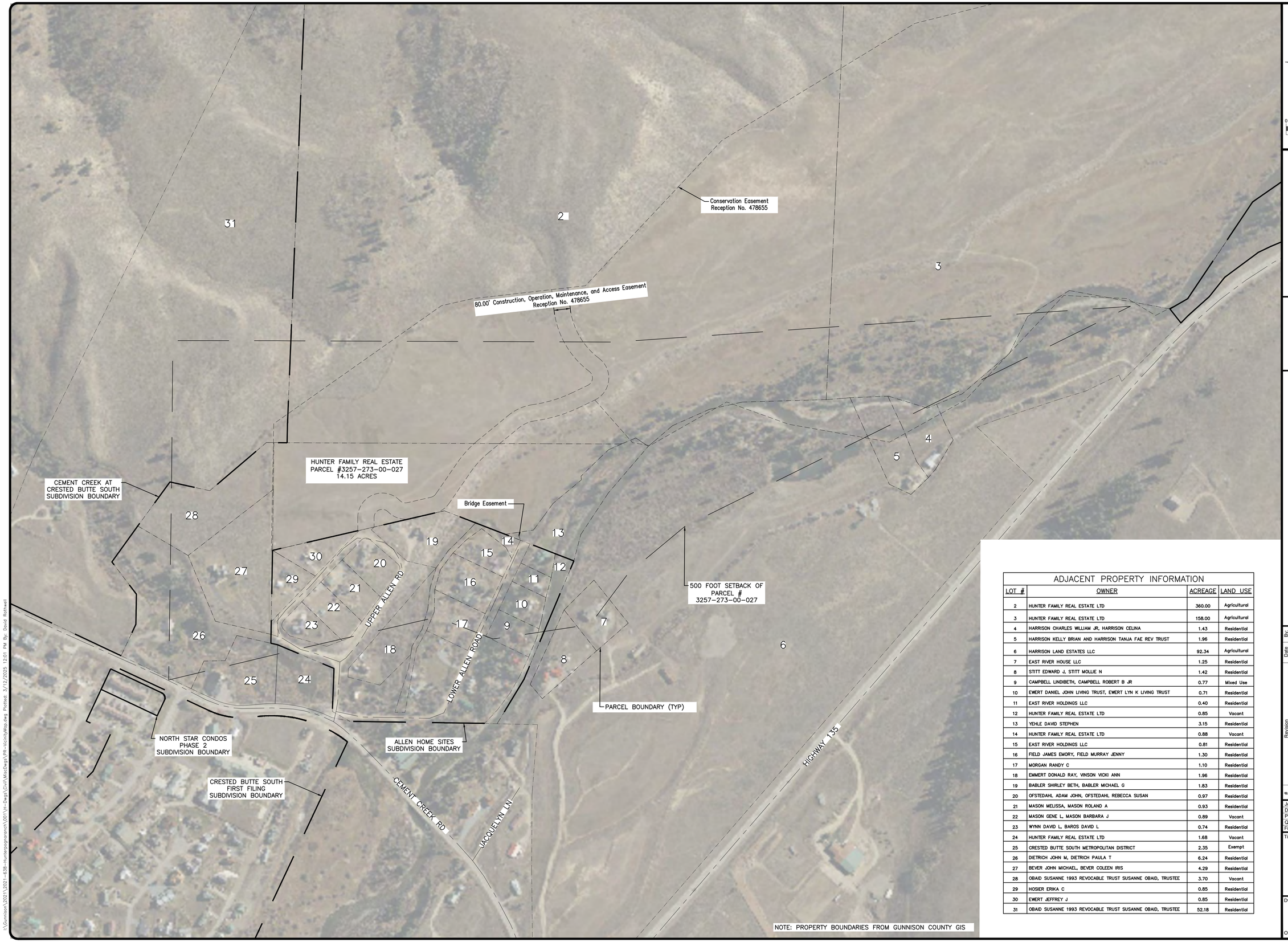
Lower Allen Road Improvements

Dwg No.

5

Of: 9

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NOTE: PROPERTY BOUNDARIES FROM GUNNISON COUNTY GIS

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

Graphic Scale
0 100 200 400
In Feet: 1" = 200'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

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

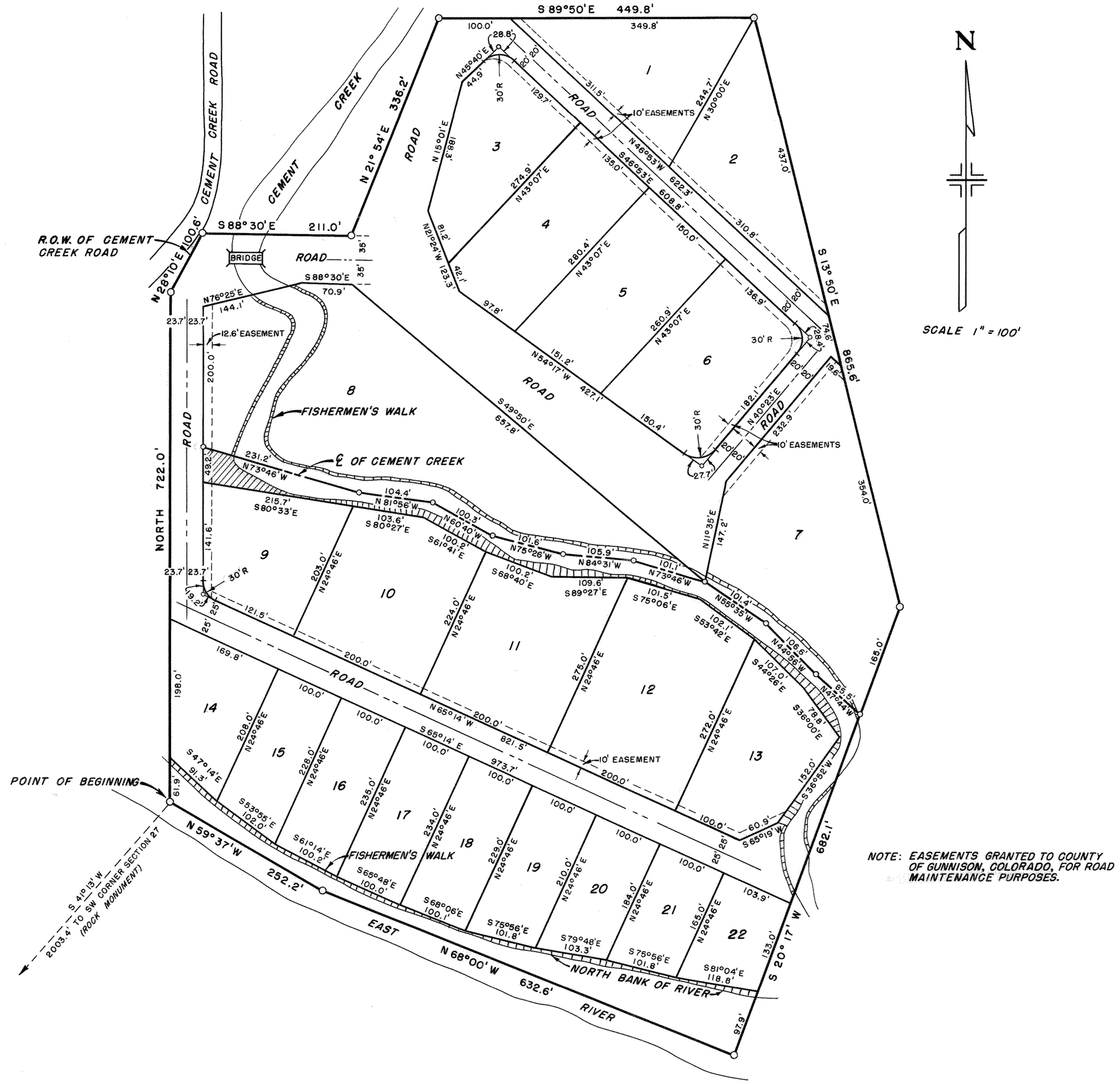
Dwg No. 1

Of : 1

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THE ALLEN HOME SITES

GUNNISON COUNTY, COLORADO



NOTE: EASEMENTS GRANTED TO COUNTY OF GUNNISON, COLORADO, FOR ROAD MAINTENANCE PURPOSES.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

KNOW ALL MEN BY THESE PRESENTS: That DAVID J. ALLEN, JOHN E. ALLEN, AND RALPH ALLEN, JR. being the owners of that portion of the East One-half of the Southwest Quarter (E½SW¼), Section Twenty-seven (27), Township Fourteen South, Range Eighty-five West, 6th Principal Meridian, Gunnison County, Colorado, more fully described as follows: Beginning at a point which bears North 41°13' East, 2,003.4 feet from a rock monument at the Southwest corner of Section 27, Township 4 South, Range 85 West of the 6th Principal Meridian; thence, North 722.0 feet, more or less, along the westerly boundary of Allen Brothers' Property to a point on the southeasterly right-of-way line of the Cement Creek Road; thence northeasterly along said right-of-way line to a point North 28°10' East, 100.6 feet; thence South 88°30' East, 211.0 feet; thence North 21°54' East, 336.2 feet; thence South 89°50' East, 449.8 feet; thence South 13°50' East, 865.6 feet; thence South 20°17' West, 682.1 feet to a point at the center of the East River; thence North 68°00' West, 632.6 feet along the center of the East River; thence North 59°37' West, 252.2 feet along the center of the East River to the point of beginning, containing 26.22 acres, more or less, have caused the same to be laid out, platted, and subdivided into lots, roads, and fishermen's walks as shown on this plat under the name of THE ALLEN HOME SITES, and do hereby grant to the County of Gunnison, Colorado, for the use of the public, the platted roads hereon shown.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of September, 1963.

David J. Allen (SEAL)
DAVID J. ALLEN

John E. Allen (SEAL)
JOHN E. ALLEN

Ralph Allen Jr. (SEAL)
RALPH ALLEN, JR.

The foregoing instrument was acknowledged before me this 26th day of September, 1963, by David J. Allen, John E. Allen, and Ralph Allen, Jr.

Witness my hand and official seal.

My commission expires: March 16, 1966

Eugene A. Gazzoli
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

I, JOHN E. HANSON, a registered land surveyor, hereby certify that the survey of THE ALLEN HOME SITES was made under my supervision and that said survey is accurately represented on this plat.

John E. Hanson
JOHN E. HANSON, Registered Land Surveyor
No. 2330

The foregoing instrument was acknowledged before me this 26th day of September, 1963, by John E. Hanson.

Witness my hand and official seal.

My commission expires: March 16, 1966

Eugene A. Gazzoli
NOTARY PUBLIC

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, this 27th day of September, 1963, subject to the following conditions:

(a) Gunnison County shall assume no responsibility for maintenance of roads until such time as the construction of thirty percent of the proposed home ites homes has been completed and at that time only upon the petition of the homeowners.

(b) Final acceptance of the responsibility for maintaining said roads shall not obligate Gunnison County to keep said roads open during such time as none of the homes in the subdivision are occupied.

(c) It is especially understood that Gunnison County has the right to use the full right-of-way, each road as shown on the plat, for snow removal purposes, which right shall include the right to push down fences or other obstructions within such right-of-way as absolutely necessary for snow removal purposes, willful and wanton misconduct excepted.

CHAIRMAN

ATTEST:

Celia V. Crews
CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

I hereby certify that this plat was filed for record in the Office of the Clerk and Recorder of Gunnison County, Colorado, this 27 day of September, 1963, at 1:32 o'clock P.M.

Reception No. 256589

Celia V. Crews
COUNTY CLERK AND RECORDER

DRAWN BY: SKYLINE REPRODUCTIONS 9/4/63

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
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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
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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
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Page 3 of 3
R 21.00 D 0.00

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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
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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

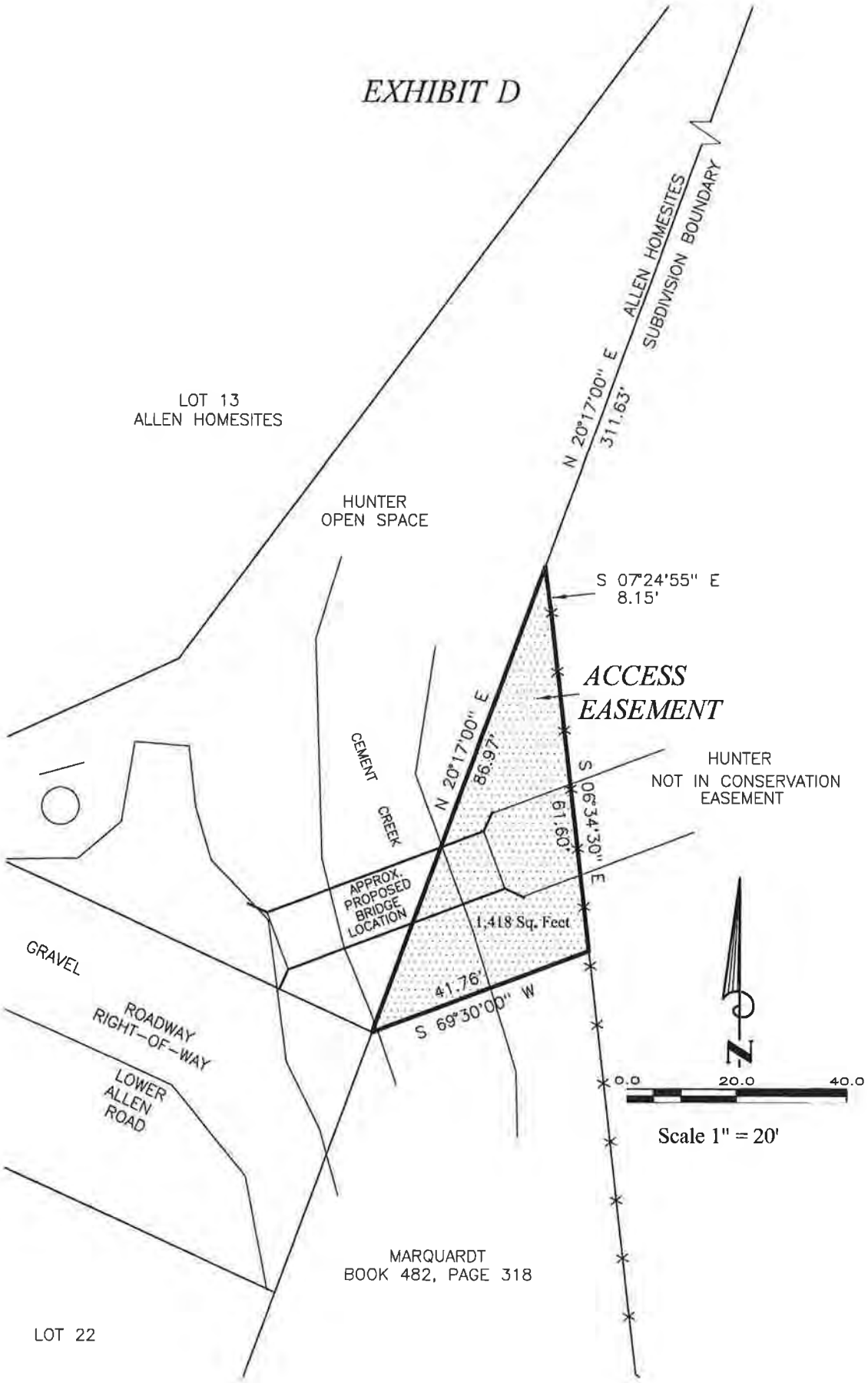
ERIN A CROKE
Notary Public
State of Colorado
Notary ID # 20124010534
My Commission Expires 02-22-2024

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.

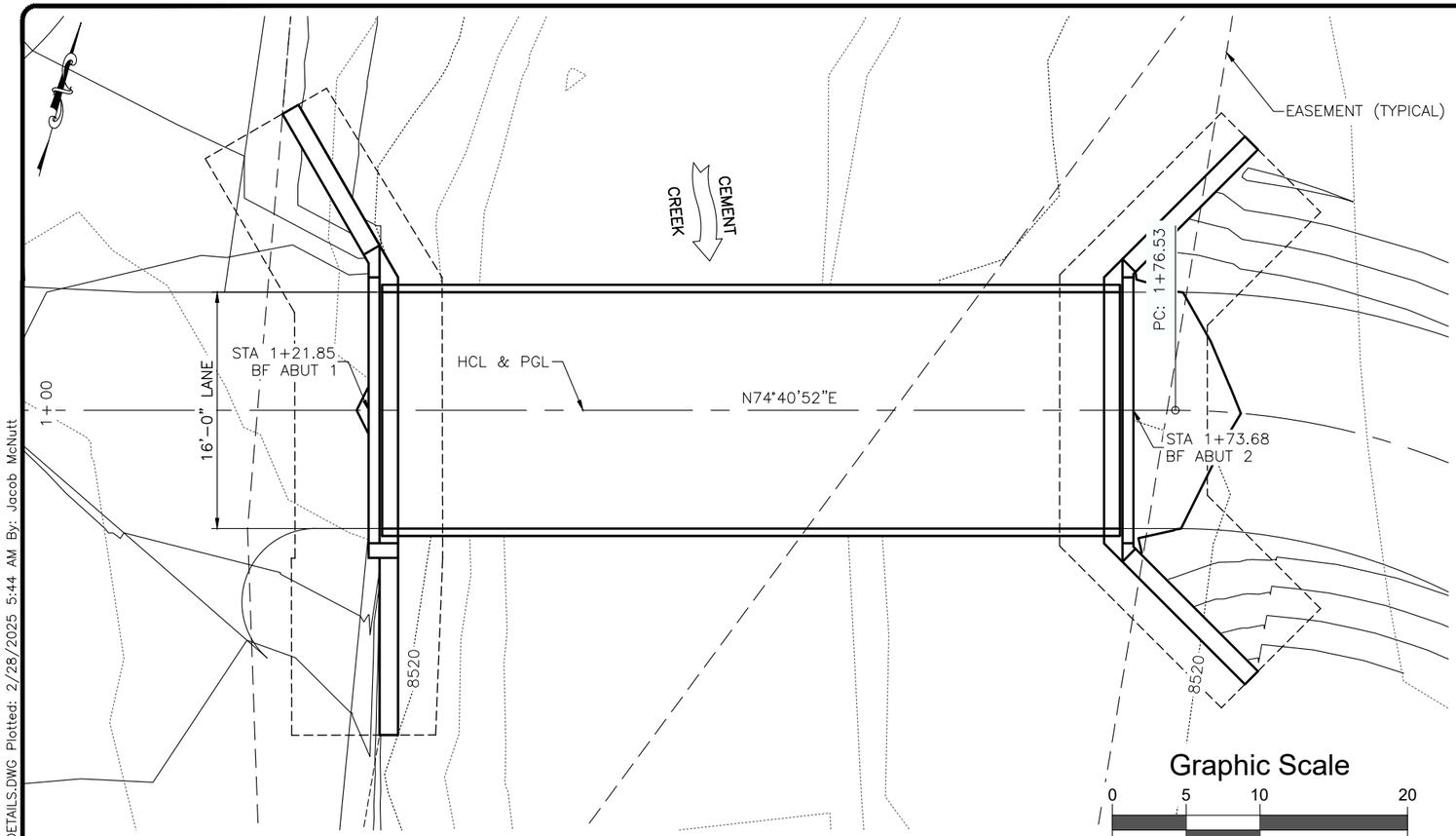
Date Work Started _____

Date Work Completed _____

_____ _____

Signature of Permittee Date

Encl 1

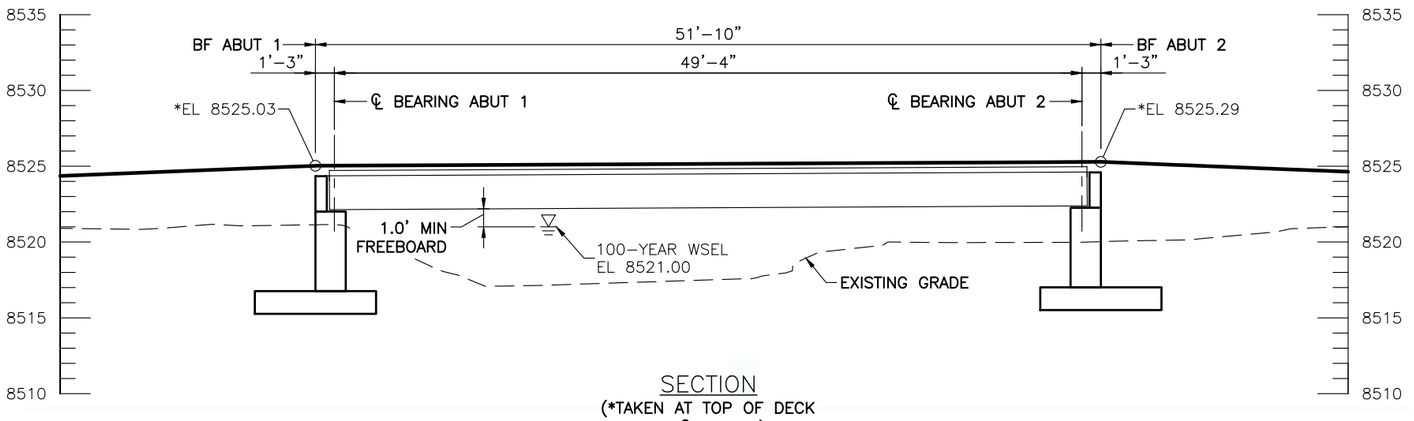


PLAN

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

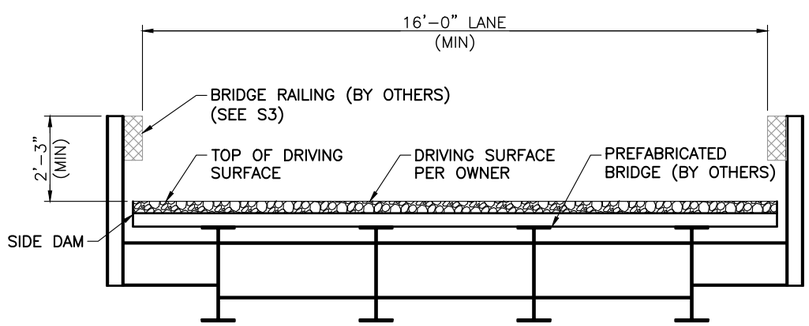
LIVE LOAD: HL-93 (DESIGN TRUCK OR TANDEM, AND DESIGN LANE LOAD)
VEHICULAR LIVE LOAD SURCHARGE 2'-0" OF SOIL

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			

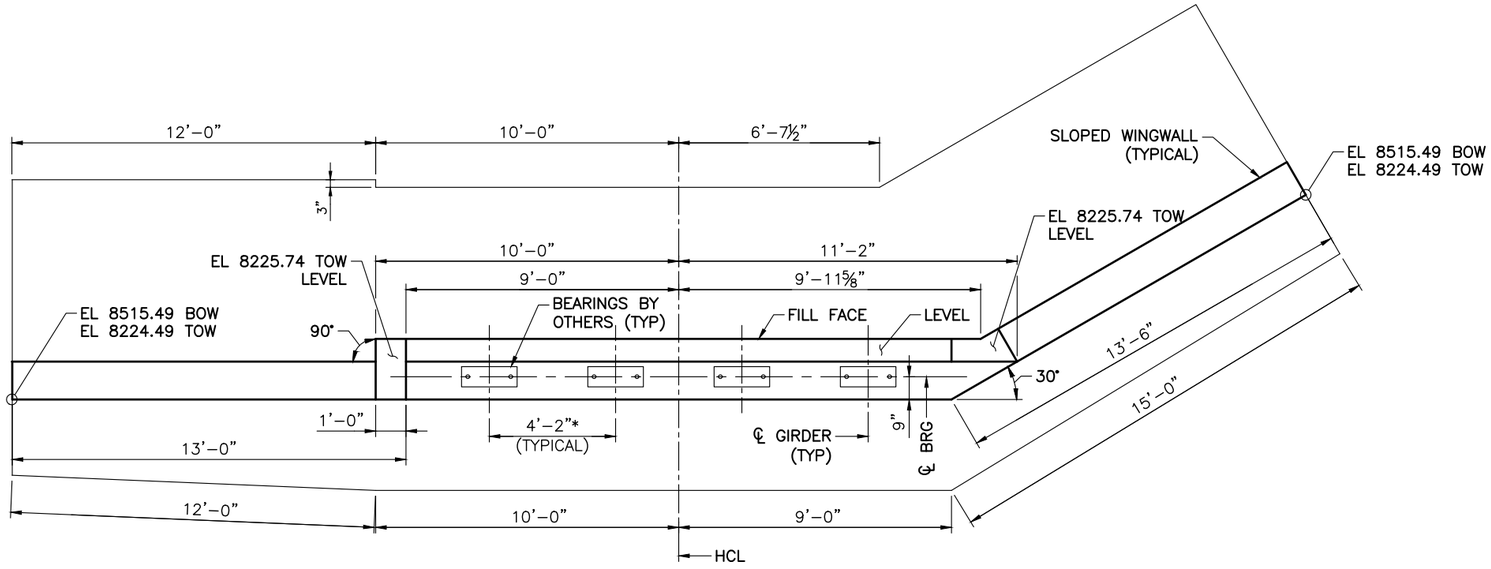
SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

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

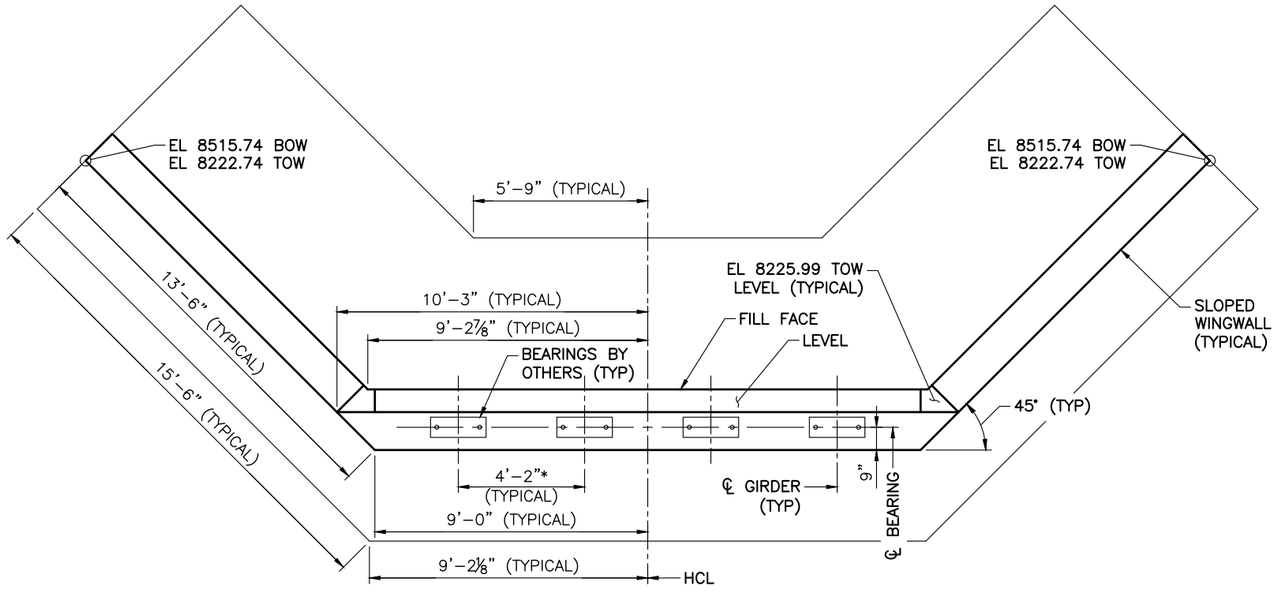
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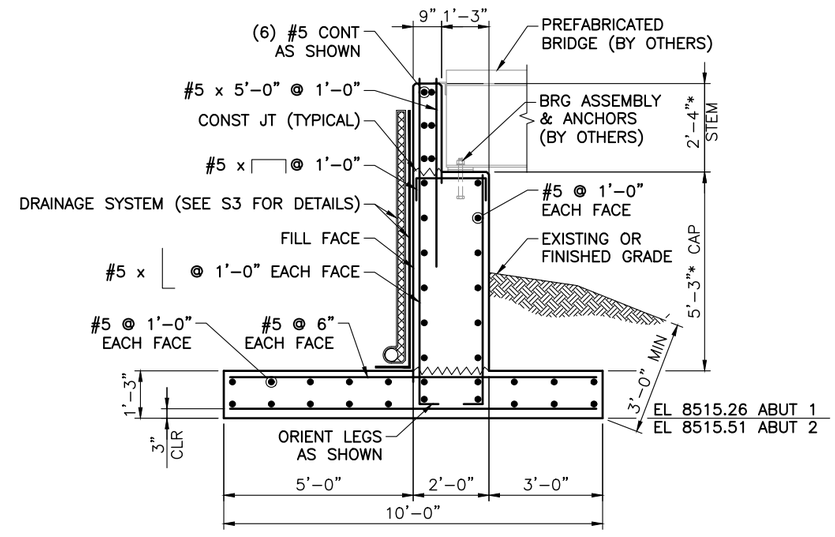
ABUTMENT 1 PLAN

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

Computer File Information	
Print Date: 2/28/25	
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			

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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

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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

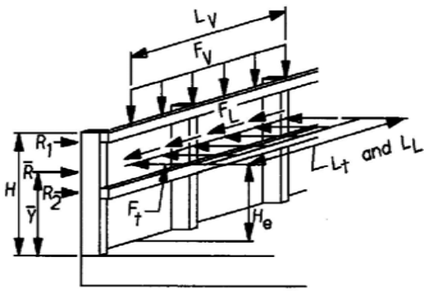
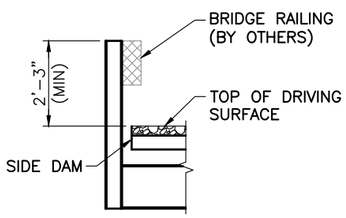
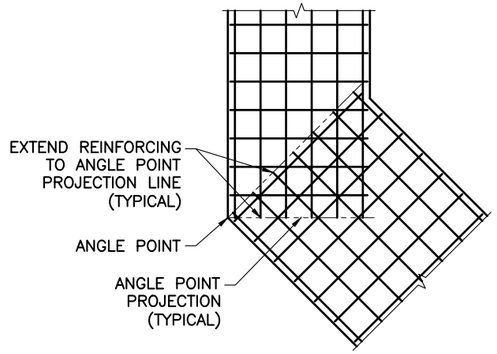


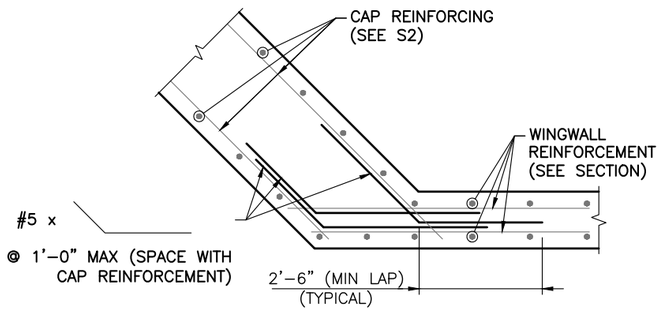
Figure A13.2-1—Metal Bridge Railing Design Forces, Vertical Location, and Horizontal Distribution Length



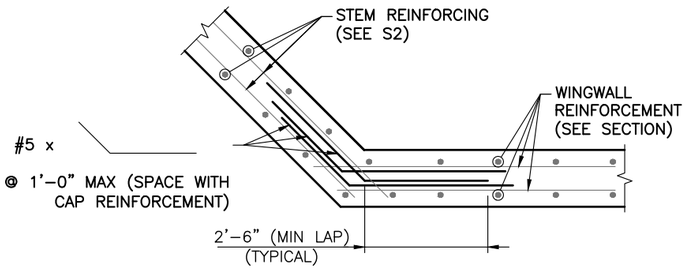
BRIDGE RAIL GEOMETRY



FOOTING CORNER DETAILS



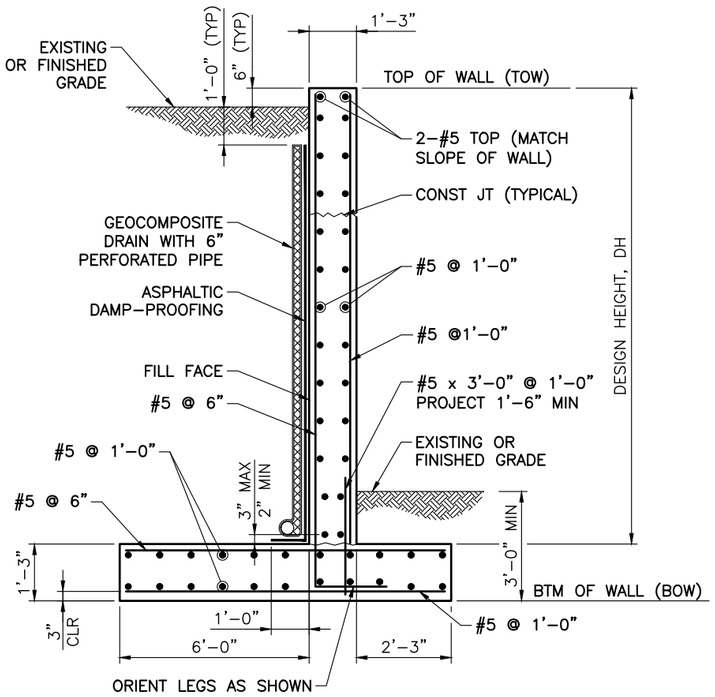
CAP–TO–WINGWALL CORNER DETAILS



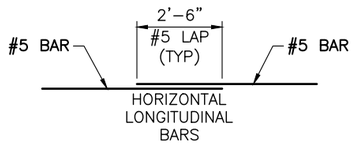
STEM–TO–WINGWALL CORNER DETAILS

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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Autocad Ver. ####	Scale: As Shown
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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

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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)).

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED) *(Continued)*

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.

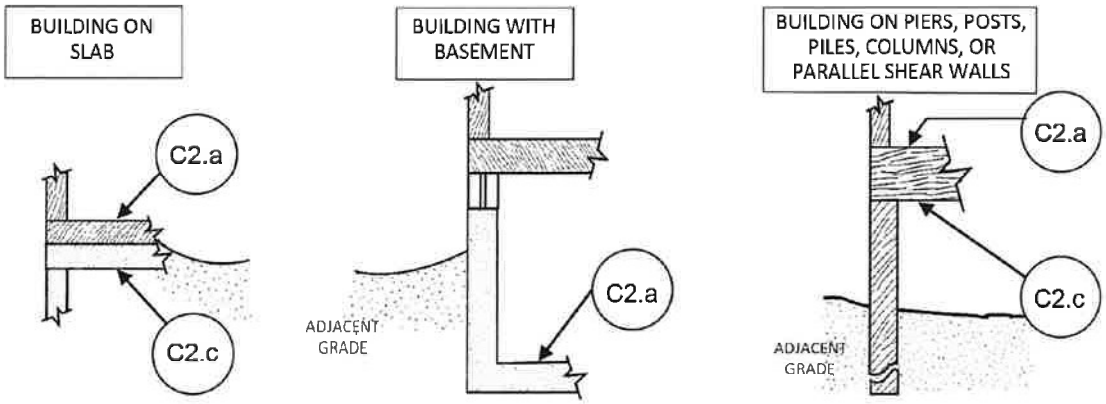
Note: For more guidance on floodplain management compliance for utilities, including M&E, refer to FEMA P-348, *Protecting Building Utility Systems from Flood Damage*. The list of M&E and the elevation requirements for documenting floodplain management compliance are different than the NFIP insurance 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.*

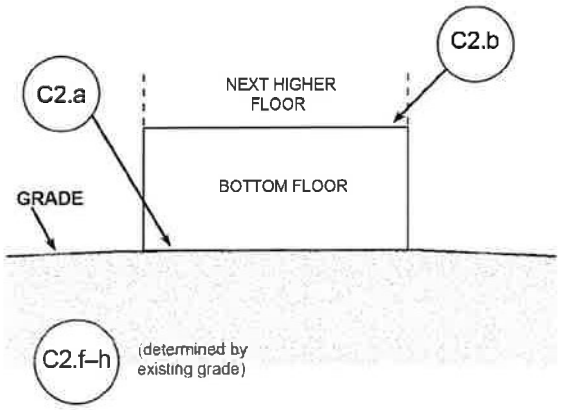


DIAGRAM 1B:

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.*

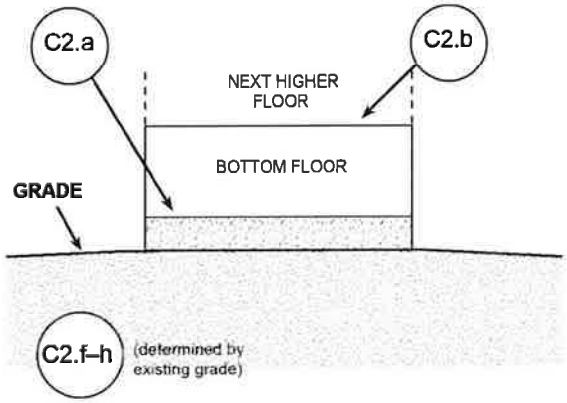


DIAGRAM 2A:

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.*

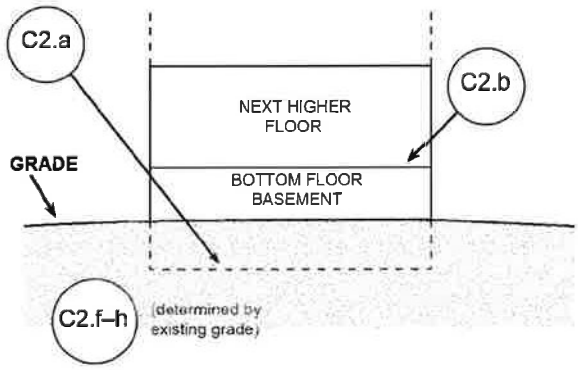
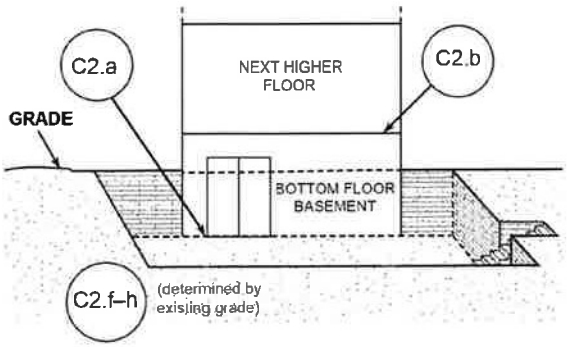


DIAGRAM 2B:

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.*

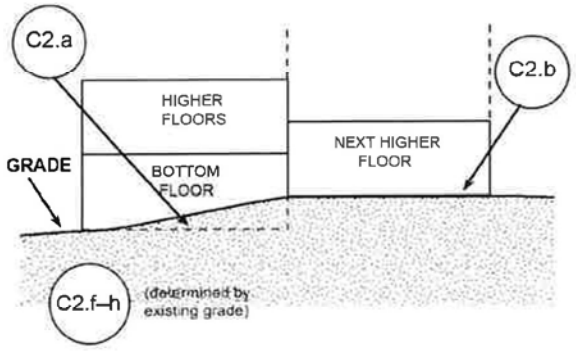


DIAGRAM 4:

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.*

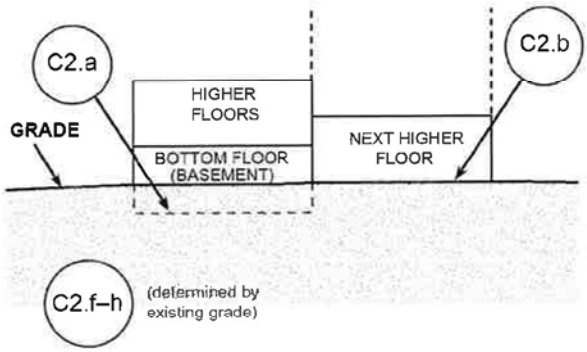


DIAGRAM 5:

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).

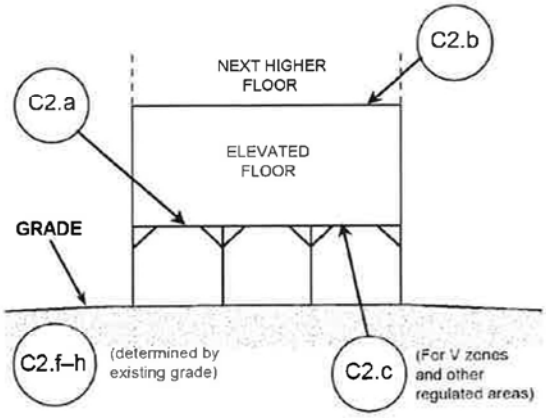
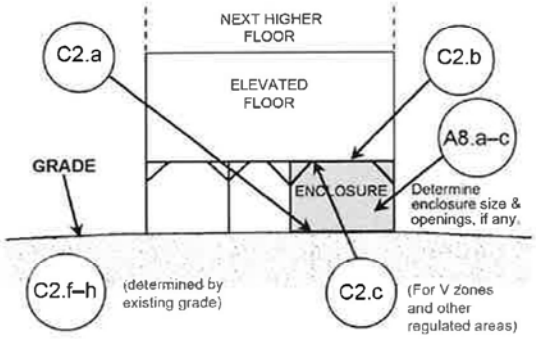


DIAGRAM 6:

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.

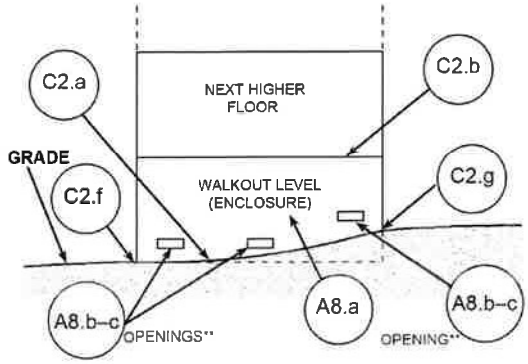


DIAGRAM 8:

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.)

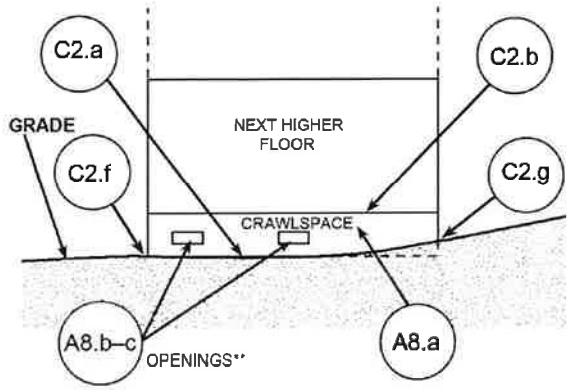
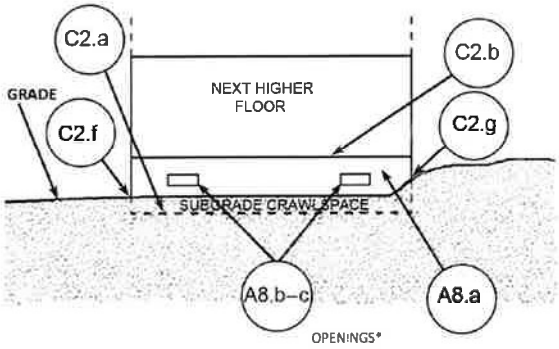


DIAGRAM 9:

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
CRESTED BUTTE, CO 81224-9610

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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NATHANIEL JAMES ACUFF AND
KRISTINA RATLIFF
PO BOX 1572
CRESTED BUTTE, CO 81224-1572

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ELEN K JONES AND JEFFREY H
WRITER
PO BOX 1024
GUNNISON, CO 81230-1024

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TYLER R PITT AND CASEY M
PITT
147 LOWER ALLEN RD
CRESTED BUTTE, CO 81224-9610

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RANDY C MORGAN
PO BOX 1382
CRESTED BUTTE, CO 81224-1382

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SHELLY DESHOTELS
152 LOWER ALLEN RD
CRESTED BUTTE, CO 81224-9610

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EWERT DANIEL JOHN LIVING TRUST
AND EWERT LYN K LIVING TRUST
PO BOX 124
CRESTED BUTTE, CO 81224-0124

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SANDERS TRUST
3555 S CLARKSON ST UNIT 603
ENGLEWOOD, CO 80113-3981

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MARCIE A TELANDER
PO BOX 1101
CRESTED BUTTE, CO 81224-1101

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RIVERS EDGE CB LLC
449 SHOREHAM CIR
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
959 WHITFIELD RD
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

November 26, 2025

To Whom it May Concern,

The Crested Butte Land Trust is a 501(c)3 non-profit conservation organization certified by the State of Colorado and nationally accredited through the Land Trust Alliance Accreditation Commission. Since 1991, the Land Trust has helped private landowners protect thousands of acres of agricultural, scenic and wildlife rich lands in the Gunnison Valley. The Land Trust also owns thousands of acres of land near Crested Butte for the benefit of all citizens and in protection of precious public access, grazing, water resources, wildlife habitats and incomparable viewsheds.

Each year during the short summer growing season, the Crested Butte Land Trust's stewardship staff visits more than 70 conserved parcels over 6500 acres in the Gunnison Valley. The purpose of these visits is to observe and document the condition of the land and any uses or activities inconsistent with the conservation easement.

Since 1997, the Land Trust has held a conservation easement on 185 acres of irrigated pasture located near the confluence of Cement Creek and the East River formerly owned by the Allen family and now owned by Hunter Family Real Estate LTD and referred to as 11-7 Ranch. The conserved parcel at 11-7 Ranch has supported cattle and horse grazing for decades and continues to provide water and forage for livestock consistent with the purpose of the easement.

Beginning in 2021 when the Hunter family acquired the ranch, the Crested Butte Land Trust's monitoring efforts have continued in the same manner as the previous 24 years under Allen family ownership. In 2022, the Land Trust observed the storage of dirt along the northern property boundary which the Land Trust believed to be inconsistent with the easement. In 2023, the Land Trust and 11-7 Ranch resolved the matter through an amendment to the conservation easement which strengthened conservation protections and allowed for a modified and landscaped berm in the location of the stored dirt.

Throughout the disagreement regarding the berm, and since the issue was resolved, 11-7 Ranch has continued to improve the agricultural productivity of the pasture including the stabilization of the ditch water collection and distribution system, and through the

expansion of irrigated pasture and forage for livestock. 11-7 Ranch has constructed a road, barn, well and fencing allowed in the 1997 easement, and they have constructed a maintenance building on land outside of the conserved area. As of today, most of the construction allowed on the conserved portion of the ranch is complete, and the conservation values on the property, especially those in support of agriculture, have improved. All current activities at the ranch are consistent with the terms of the conservation easement, and the conservation easement on the parcel is in good standing with the Crested Butte Land Trust.

Sincerely,



Jake Jones
Executive Director
Crested Butte Land Trust

Debbi Ferchau

From:	Jeff Writer <writercb@gmail.com>
Sent:	Wednesday, December 10, 2025 10:38 AM
To:	Hillary Seminick; Public Works
Cc:	Callie Koch; kristyacuff123@gmail.com; Don Emmert; mike babler; jones, eney Jones; ertdad@aol.com; spsanders49@gmail.com; trpincb@hotmail.com; Lindi Campbell; telander6@aol.com
Subject:	Proposed bridge at end of Lower Allen - Request for Waver of Gunnison County Standards - Hearing Dec 16, 2025

[EXTERNAL SENDER - USE CAUTION]

Dear Hillary and Public Works:

Please find the attached letter from concerned homeowners in the Allen Homesites about the proposed bridge at the end of Lower Allen Road. I have included the text in the body of this email, as well as an attached letter.

Gunnison County Public Works Department_Bridge on Lower Allen

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 (147 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)

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!