GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, March 17, 2026**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- 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. Alcohol Beverage License #03-06291; Three Rivers Smokehouse dba Three Rivers Smokehouse; 4/17/2026 to 4/17/2027
    2. Alcohol Beverage License #03-11784; Birdsey Enterprises LLC Dba Taylor Park Marina; 6/11/2026 to 6/11/2027
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:32 am

- Call to Order
- A Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2026 and Amending the Appropriation Resolution
- Acknowledgment of Executive Director's Signature; Temporary Contract for Services; City of Gunnison; Gunnison County Housing Authority; 3/5/2026 to 4/19/2026; $25,000
- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

8:35 am

- Call to Order
- 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. Gunnison River Valley Local Marketing District Agreement; Marble Crystal River Chamber of Commerce; 1/1/2026 to 12/31/2026; $25,000
- Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

8:40 am

- Call to Order
- 2026 Board of Health Meeting Topics
- Vital Records Overview and Update
- Consumer Protection Overview and Update

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's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are video recorded and ***ACTION MAY BE TAKEN ON ANY ITEM.*** *Work Sessions are also video recorded and formal action cannot be taken. For further information, contact the County Administration office at 970-641-0248. If special accommodations are necessary per ADA, contact 970-641-0248 prior to the meeting.*

- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

9:10 am

- Call to Order; Agenda Review

- Scheduling

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Acknowledgment of County Manager's Signature; Second Amendment to Professional Services Agreement Between Gunnison County and Sarah Elzay; Extension to 4/30/2026
    2. Airline Operating Agreement and Lease of Airport Facilities; United Airlines; Gunnison-Crested Butte Regional Airport; 1/1/2026 to 12/31/2030
    3. Energy Smart Colorado, Inc. Work Agreement with Building Analysts; Sawatch Home Efficiency LLC; GV-HEAT; 2026
    4. Contract Amendment #4; 24 IBEH 182014; Behavior Health Administration; Health and Human Services; Ending contract on 3/17/2026
    5. Colorado Department of Transportation Grant Application; Gunnison County Youth Impaired Driving Prevention; Juvenile Services; 2026; $176,909.70
    6. Public Service Grant Agreement; City of Gunnison; Gunnison County Substance Abuse Prevention Project (GCSAPP); 1/1/2026 to 12/31/2026; $6,200
    7. Acknowledgment of County Manager's Signature; Professional Services Agreement; Mountains to Plains Sustainability Solutions LLC; Public Works; 3/17/2026 to 12/31/2026
    8. Energy Smart Colorado, Inc. Work Agreement with Building Analysts; Little Foot Building LLC; GV-HEAT; 2026
    9. Memorandum of Understanding; Gunnison County and National Forest Foundation for Gunnison County Stewardship Coordinator Position; Two Years; $125,000
    10. ConsensusDocs 495; Design-Build Change Order 1, 2, & 3; Facilities; 3/31/2026; $632,796.73
    11. Professional Services Agreement; Next Level Driving Academy; Juvenile Services; 5/1/2026 to 4/30/2027; $15,000
    12. Acknowledgment of County Manager's Approval; Grant Application; Parents as Teachers; Health and Human Services; 2026; $50,000
    13. ESC Partner (Gunnison County/GV-HEAT) – Reimbursement Schedule and Processes – 2026 Tri-State and Atmos Energy Contracts and EECBG Awards with Energy Smart Colorado; GV-HEAT; 12/31/2026
    14. 2026 Partnership Agreement with Gunnison County/GV-HEAT; Energy Smart Colorado; GV-HEAT; 2026; $4,000
    15. Acknowledgment of County Manager's Signature; Gunnison County Assistant County Manager for Community and Economic Development Employment Agreement; April Kroner; 2/26/2026
    16. A Resolution Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park
    17. A Resolution Authorizing Temporary Weight Restriction for a Portion of County Road 734 also Known as Slate River Road
    18. Acknowledgment of County Manager's Approval; Grant Application; 2026 Gunnison Rotary Community Grant; Health and Human Services; $5,000
    19. Professional Services Agreement; Sawatch Home Efficiency LLC; GV-HEAT; 1/1/2026 to 12/31/2026; $60,000
    20. Quote Q-813-232-46079AP; Axon Enterprise, Inc; Sheriff's Office; 6/1/2026 to 5/31/2031; $215,159.07

9:15 am

- County Manager's Reports

9:20 am

- A Resolution Amending the Gunnison County Budget for Fiscal Year 2026 and Amending the Appropriation Resolution

9:25 am

- Hartman Rocks Cleanup Funding Request

9:30 am

- Townhome Plat; LUC-25-00035; Mammoth View Properties LLC

9:35 am

- Letter of Support; Gunnison Chamber of Commerce; T-Mobile Hometown Grants Program

9:40 am

- Vouchers and Transfers
    1. February 2026 Voucher Report; $5,177,320.28
    2. February 2026 Cash Transfer Report; $7,785,832.41
    3. February 2026 Purchase Card Report
    4. January 2026 Sales and Local Marketing Tax Report

- February 2026 Treasurer's Report

9:45 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.
- Potential Upcoming Legislation Discussion
- 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)

*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's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are video recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are also video recorded and formal action cannot be taken. For further information, contact the County Administration office at 970-641-0248. If special accommodations are necessary per ADA, contact 970-641-0248 prior to the meeting.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-06291; Three Rivers S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Three Rivers Smokehouse LLC

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 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-06291
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

THREE RIVERS SMOKEHOUSE
DBA THREE RIVERS SMOKEHOUSE
130 COUNTY ROAD 742 BLD B
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 04.17.2026 – 04.17.2027

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

Kathy Simillion

Gunnison County Clerk Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

THREE RIVERS SMOKEHOUSE LLC
dba THREE RIVERS SMOKEHOUSE
#130 COUNTY ROAD #742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-06291	April 17, 2027
License Type: HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages: MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 2/24/2026 MAR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR AND TOBACCO ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

THREE RIVERS SMOKEHOUSE
#130 COUNTY ROAD #742
Almont, CO 81210

ALCOHOL BEVERAGE TAKEOUT AND/OR DELIVERY PERMIT

Liquor License/permit Number	License Expires at Midnight
03-06291	**April 17, 2027**

This permit allows your business to conduct:

☒ Takeout

☐ Delivery

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 7, C.R.S., as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor and Tobacco Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 2/24/2026 MAR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

APPLICANT ID: 569241

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

THREE RIVERS SMOKEHOUSE
PO BOX 339
Almont CO 81210

received
2-17-2026
VG

received

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee Take out permit	750.00 11.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 761.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
THREE RIVERS SMOKEHOUSE LLC

Doing Business As Name (DBA)
THREE RIVERS SMOKEHOUSE

Liquor License Number
03-06291

License Type
Hotel & Restaurant (county)

Sales Tax License Number
29812613

Expiration Date
04/17/2026

Due Date
03/03/2026

Business Address

Street Address
#130 COUNTY ROAD #742

Phone Number
9706411303

City, State, ZIP Code
Almont CO 81210

Mailing Address

Street Address
PO BOX 339

City, State, ZIP Code
Almont CO 81210

Email
office@3riversresort.com

Operating Manager
Mark Schumacher

Date of Birth
3-11-53

APPLICANT ID: 569241

Home Address

Street Address		Phone Number
130 W Rd 742		970-641-1303
City	**State**	**ZIP Code**
Almont	CO	81210

1. Do you have legal possession of the premises at the street address? ○ Yes ○ No

Are the premises owned or rented? ● Owned ○ Rented*

*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ○ Yes ● No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ● Yes ○ No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which areyou renewing? ○ Delivery ● Takeout ○ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% orgreater 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 toa business? ○ Yes ● No

Since the date of filing of the last application, 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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members orgeneral partners)? ○ Yes ● No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ..... ○ Yes ● No

If yes, attach a detailed explanation.

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7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ..... ○ Yes ● No

If yes, attach a detailed explanation.

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8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ..... ● Yes ○ No

If yes, attach a detailed explanation.
Three Rivers Resort Inc. Retail FMBL License # 0523840002

Affirmation & Consent

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.

Type or Print Name of Applicant/Authorized Agent of Business
Mark Schumacher

Title
President / Owner

Signature

Date (MM/DD/YY)
1-22-26

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For
Gunnison County

Title
Gunnison County Clerk

Attest
mtky

Signature
Kathy Lemillion

Date (MM/DD/YY)
2-17-2026

APPLICANT ID: 569241

Name (Individual/Business)

Three Rivers Smokehouse LLC

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
81-1807914	970-641-1303	970-641-1303

Street Address

130 County Road 742

City	State	ZIP Code
Almont	Co	81210

Printed name of person signing on behalf of the Applicant/Licensee

Mark Schumacher

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
	1-22-26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-11784; Birdsey Enterp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Birdsey Enterprises LLc dba Taylor Park Marina

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 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-11784

To sell Malt, Vinous and Spirituous Retail Liquor Store in the County of Gunnison, Colorado.

BIRDSEY ENTERPRISES LLC DBA TAYLOR PARK MARINA
21700 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 06.11.2026 – 06.11.2027

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

Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

BIRDSEY ENTERPRISES LLC
dba TAYLOR PARK MARINA
21700 CR 742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-11784	**June 11, 2027**
License Type: **RETAIL LIQUOR STORE (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 3/11/2026 KWL

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

TAYLOR PARK MARINA
18947 CR 742
Almont CO 81210

received
3-6-2026

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	562.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☑ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
BIRDSEY ENTERPRISES LLC

Doing Business As Name (DBA)
TAYLOR PARK MARINA

Liquor License Number	License Type
03-11784	Retail Liquor Store (county)

Sales Tax License Number	Expiration Date	Due Date
32958243	06/11/2026	04/27/2026

Business Address

Street Address	Phone Number
21700 CR 742	9706412922

City, State, ZIP Code
Almont CO 81210

Mailing Address

Street Address
18947 CR 742

City, State, ZIP Code
Almont CO 81210

Email
rorybirdsey@taylorparkmarina.com

Operating Manager	Date of Birth
Rory J. Birdsey	05-15-1985

APPLICANT ID: 673477

Home Address

Street Address		Phone Number
18947 CR 742		970 309 6339
City	**State**	**ZIP Code**
Almont	CO	81210

1. Do you have legal possession of the premises at the street address? ..... ● Yes ○ No

Are the premises owned or rented? ○ Owned ● Rented*

*If rented, expiration date of lease: End of employment TBD

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ○ Yes ● No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ..... ○ Yes ● No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which are you renewing? ..... ○ Delivery ○ Takeout ○ Both Takeout and Delivery

4. Since the date of filing of the last application, 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

Since the date of filing of the last application, 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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ○ Yes ● No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ○ Yes ● No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ○ Yes ● No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ○ Yes ● No

If yes, attach a detailed explanation.

Affirmation & Consent

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.

Type or Print Name of Applicant/Authorized Agent of Business: Bory J. Birdsey

Title: Owner/operator

Signature: [signature]

Date (MM/DD/YY): 03/06/26

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For: Gunnison County

Title: Gunnison County Clerk

Attest: [signature]

Signature: Kathy Semilion

Date (MM/DD/YY): 3-6-2026

Name (Individual/Business)

Birdsey Enterprises LLC, DBA Taylor Park ~~Boat~~ RSB Marina

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
83-2735565	970 309 6339	970 ~~[redacted]~~ 641-2922 RSB

Street Address

21701 CR 742

City	State	ZIP Code
Almont	CO	81210

Printed name of person signing on behalf of the Applicant/Licensee

Rory J. Birdsey

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
[signature]	03/02/2026

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Amending the Gunnison County Housing

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Q1 2026 Gunnison County Budget Amendments

Fiscal Impact:

Submitted by: Mark Rozman **Submitter's Email Address:** mrozman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 3/10/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 3/17/2026

Revised April 2015

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2026-__

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2026 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County Housing Authority for fiscal year 2026 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 increased in the amount of $441,480 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $473,980 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. 2025-004 - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2026 and ending December 31, 2026; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 17h day of March 2026.

GUNNISON COUNTY HOUSING AUTHORITY

By _____
Laura Puckett Daniels, Chairperson

By _____
Elizabeth Smith, Vice-Chairperson

By _____
Jonathan Houck, Commissioner

Attest:

_____
Deputy County Clerk

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
70741061	44913		COMBINE ELK VALLEY BUDGET		18,050.00			70	REV
70741062	44913		COMBINE ELK VALLEY BUDGET		8,500.00			70	REV
70741063	44913		COMBINE ELK VALLEY BUDGET		8,400.00			70	REV
70741071	44913		COMBINE ELK VALLEY BUDGET		18,300.00			70	REV
70741072	44913		COMBINE ELK VALLEY BUDGET		18,300.00			70	REV
70741073	44913		COMBINE ELK VALLEY BUDGET		18,525.00			70	REV
70741060	44913		COMBINE ELK VALLEY BUDGET			90,075.00		70	REV
73275000	44280		GV HEAT BUDGET			57,600.00		70	REV
73275000	44281		GV HEAT BUDGET			32,500.00		70	REV
73275000	44282		GV HEAT BUDGET			32,500.00		70	REV
73275000	44870		GV HEAT BUDGET			32,500.00		70	REV
73275000	44398		GV HEAT BUDGET			23,200.00		70	REV
73275000	44499		GV HEAT BUDGET			7,000.00		70	REV
73276000	44497		GV HEAT BUDGET			94,680.00		70	REV
73277010	44281		GV HEAT BUDGET			100,000.00		70	REV
73277020	44282		GV HEAT BUDGET			34,500.00		70	REV
73278000	44280		GV HEAT BUDGET			3,000.00		70	REV
73278000	44497		GV HEAT BUDGET			24,000.00		70	REV
			HOUSING FUND REVENUES		**90,075.00**	**531,555.00**	**(441,480.00)**		
70741061	55111		COMBINE ELK VALLEY BUDGET			3,847.56		70	EXP
70741061	55210		COMBINE ELK VALLEY BUDGET			294.34		70	EXP
70741061	55220		COMBINE ELK VALLEY BUDGET			1,467.90		70	EXP
70741061	55222		COMBINE ELK VALLEY BUDGET			11.40		70	EXP
70741061	55230		COMBINE ELK VALLEY BUDGET			235.26		70	EXP
70741061	55240		COMBINE ELK VALLEY BUDGET			5.77		70	EXP
70741061	55250		COMBINE ELK VALLEY BUDGET			146.79		70	EXP
70741061	55260		COMBINE ELK VALLEY BUDGET			2.86		70	EXP
70741061	55280		COMBINE ELK VALLEY BUDGET			11.39		70	EXP
70741061	55290		COMBINE ELK VALLEY BUDGET			83.52		70	EXP
70741061	56120		COMBINE ELK VALLEY BUDGET			100.00		70	EXP
70741061	57013		COMBINE ELK VALLEY BUDGET			620.00		70	EXP
70741061	57014		COMBINE ELK VALLEY BUDGET			400.00		70	EXP
70741061	57210		COMBINE ELK VALLEY BUDGET			1,000.00		70	EXP
70741061	57328		COMBINE ELK VALLEY BUDGET			2,196.00		70	EXP
70741061	57329		COMBINE ELK VALLEY BUDGET			1,200.00		70	EXP
70741061	57430		COMBINE ELK VALLEY BUDGET			100.00		70	EXP
70741062	55111		COMBINE ELK VALLEY BUDGET			3,847.56		70	EXP
70741062	55210		COMBINE ELK VALLEY BUDGET			294.34		70	EXP
70741062	55220		COMBINE ELK VALLEY BUDGET			1,467.90		70	EXP
70741062	55222		COMBINE ELK VALLEY BUDGET			11.40		70	EXP
70741062	55230		COMBINE ELK VALLEY BUDGET			235.26		70	EXP
70741062	55240		COMBINE ELK VALLEY BUDGET			5.77		70	EXP
70741062	55250		COMBINE ELK VALLEY BUDGET			146.79		70	EXP
70741062	55260		COMBINE ELK VALLEY BUDGET			2.86		70	EXP
70741062	55280		COMBINE ELK VALLEY BUDGET			11.39		70	EXP
70741062	55290		COMBINE ELK VALLEY BUDGET			83.52		70	EXP
70741062	56120		COMBINE ELK VALLEY BUDGET			50.00		70	EXP
70741062	57013		COMBINE ELK VALLEY BUDGET			550.00		70	EXP
70741062	57014		COMBINE ELK VALLEY BUDGET			500.00		70	EXP
70741062	57210		COMBINE ELK VALLEY BUDGET			1,000.00		70	EXP
70741062	57328		COMBINE ELK VALLEY BUDGET			2,166.00		70	EXP
70741062	57329		COMBINE ELK VALLEY BUDGET			1,200.00		70	EXP
70741062	57410		COMBINE ELK VALLEY BUDGET			80.00		70	EXP
70741063	55111		COMBINE ELK VALLEY BUDGET			3,847.56		70	EXP
70741063	55210		COMBINE ELK VALLEY BUDGET			294.34		70	EXP
70741063	55220		COMBINE ELK VALLEY BUDGET			1,467.90		70	EXP
70741063	55222		COMBINE ELK VALLEY BUDGET			11.40		70	EXP
70741063	55230		COMBINE ELK VALLEY BUDGET			235.26		70	EXP
70741063	55240		COMBINE ELK VALLEY BUDGET			5.77		70	EXP
70741063	55250		COMBINE ELK VALLEY BUDGET			146.79		70	EXP
70741063	55260		COMBINE ELK VALLEY BUDGET			2.86		70	EXP
70741063	55280		COMBINE ELK VALLEY BUDGET			11.39		70	EXP
70741063	55290		COMBINE ELK VALLEY BUDGET			83.52		70	EXP
70741063	57013		COMBINE ELK VALLEY BUDGET			500.00		70	EXP
70741063	57014		COMBINE ELK VALLEY BUDGET			500.00		70	EXP
70741063	57328		COMBINE ELK VALLEY BUDGET			2,091.00		70	EXP
70741063	57329		COMBINE ELK VALLEY BUDGET			2,000.00		70	EXP
70741063	57410		COMBINE ELK VALLEY BUDGET			50.00		70	EXP
70741064	55111		COMBINE ELK VALLEY BUDGET			3,847.56		70	EXP

70741064	55210	COMBINE ELK VALLEY BUDGET	294.34	70 EXP
70741064	55220	COMBINE ELK VALLEY BUDGET	1,467.90	70 EXP
70741064	55222	COMBINE ELK VALLEY BUDGET	11.40	70 EXP
70741064	55230	COMBINE ELK VALLEY BUDGET	235.26	70 EXP
70741064	55240	COMBINE ELK VALLEY BUDGET	5.77	70 EXP
70741064	55250	COMBINE ELK VALLEY BUDGET	146.79	70 EXP
70741064	55260	COMBINE ELK VALLEY BUDGET	2.86	70 EXP
70741064	55280	COMBINE ELK VALLEY BUDGET	11.39	70 EXP
70741064	55290	COMBINE ELK VALLEY BUDGET	83.52	70 EXP
70741064	56120	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741064	57011	COMBINE ELK VALLEY BUDGET	300.00	70 EXP
70741064	57013	COMBINE ELK VALLEY BUDGET	620.00	70 EXP
70741064	57014	COMBINE ELK VALLEY BUDGET	400.00	70 EXP
70741064	57110	COMBINE ELK VALLEY BUDGET	500.00	70 EXP
70741064	57210	COMBINE ELK VALLEY BUDGET	1,000.00	70 EXP
70741064	57328	COMBINE ELK VALLEY BUDGET	2,196.00	70 EXP
70741064	57329	COMBINE ELK VALLEY BUDGET	2,000.00	70 EXP
70741064	57430	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741071	55111	COMBINE ELK VALLEY BUDGET	3,847.56	70 EXP
70741071	55210	COMBINE ELK VALLEY BUDGET	294.34	70 EXP
70741071	55220	COMBINE ELK VALLEY BUDGET	1,467.90	70 EXP
70741071	55222	COMBINE ELK VALLEY BUDGET	11.40	70 EXP
70741071	55230	COMBINE ELK VALLEY BUDGET	235.26	70 EXP
70741071	55240	COMBINE ELK VALLEY BUDGET	5.77	70 EXP
70741071	55250	COMBINE ELK VALLEY BUDGET	146.79	70 EXP
70741071	55260	COMBINE ELK VALLEY BUDGET	2.86	70 EXP
70741071	55280	COMBINE ELK VALLEY BUDGET	11.39	70 EXP
70741071	55290	COMBINE ELK VALLEY BUDGET	83.52	70 EXP
70741071	56120	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741071	57013	COMBINE ELK VALLEY BUDGET	620.00	70 EXP
70741071	57014	COMBINE ELK VALLEY BUDGET	400.00	70 EXP
70741071	57210	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741071	57328	COMBINE ELK VALLEY BUDGET	2,196.00	70 EXP
70741071	57430	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741072	55111	COMBINE ELK VALLEY BUDGET	3,847.56	70 EXP
70741072	55210	COMBINE ELK VALLEY BUDGET	294.34	70 EXP
70741072	55220	COMBINE ELK VALLEY BUDGET	1,467.90	70 EXP
70741072	55222	COMBINE ELK VALLEY BUDGET	11.40	70 EXP
70741072	55230	COMBINE ELK VALLEY BUDGET	235.26	70 EXP
70741072	55240	COMBINE ELK VALLEY BUDGET	5.77	70 EXP
70741072	55250	COMBINE ELK VALLEY BUDGET	146.79	70 EXP
70741072	55260	COMBINE ELK VALLEY BUDGET	2.86	70 EXP
70741072	55280	COMBINE ELK VALLEY BUDGET	11.39	70 EXP
70741072	55290	COMBINE ELK VALLEY BUDGET	83.52	70 EXP
70741072	56120	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741072	57010	COMBINE ELK VALLEY BUDGET	200.00	70 EXP
70741072	57011	COMBINE ELK VALLEY BUDGET	300.00	70 EXP
70741072	57013	COMBINE ELK VALLEY BUDGET	620.00	70 EXP
70741072	57014	COMBINE ELK VALLEY BUDGET	400.00	70 EXP
70741072	57210	COMBINE ELK VALLEY BUDGET	1,000.00	70 EXP
70741072	57328	COMBINE ELK VALLEY BUDGET	2,196.00	70 EXP
70741072	57329	COMBINE ELK VALLEY BUDGET	2,000.00	70 EXP
70741072	57430	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741073	55111	COMBINE ELK VALLEY BUDGET	3,847.56	70 EXP
70741073	55210	COMBINE ELK VALLEY BUDGET	294.34	70 EXP
70741073	55220	COMBINE ELK VALLEY BUDGET	1,467.90	70 EXP
70741073	55222	COMBINE ELK VALLEY BUDGET	11.40	70 EXP
70741073	55230	COMBINE ELK VALLEY BUDGET	235.26	70 EXP
70741073	55240	COMBINE ELK VALLEY BUDGET	5.77	70 EXP
70741073	55250	COMBINE ELK VALLEY BUDGET	146.79	70 EXP
70741073	55260	COMBINE ELK VALLEY BUDGET	2.86	70 EXP
70741073	55280	COMBINE ELK VALLEY BUDGET	11.39	70 EXP
70741073	55290	COMBINE ELK VALLEY BUDGET	83.52	70 EXP
70741073	56120	COMBINE ELK VALLEY BUDGET	100.00	70 EXP
70741073	57013	COMBINE ELK VALLEY BUDGET	620.00	70 EXP
70741073	57014	COMBINE ELK VALLEY BUDGET	400.00	70 EXP
70741073	57210	COMBINE ELK VALLEY BUDGET	1,000.00	70 EXP
70741073	57328	COMBINE ELK VALLEY BUDGET	2,223.00	70 EXP
70741073	57329	COMBINE ELK VALLEY BUDGET	2,000.00	70 EXP
70741073	57430	COMBINE ELK VALLEY BUDGET	100.00	70 EXP

70741060	55111	COMBINE ELK VALLEY BUDGET	26,932.92			70 EXP
70741060	55210	COMBINE ELK VALLEY BUDGET	2,060.38			70 EXP
70741060	55220	COMBINE ELK VALLEY BUDGET	10,275.30			70 EXP
70741060	55222	COMBINE ELK VALLEY BUDGET	79.80			70 EXP
70741060	55230	COMBINE ELK VALLEY BUDGET	1,646.82			70 EXP
70741060	55240	COMBINE ELK VALLEY BUDGET	40.39			70 EXP
70741060	55250	COMBINE ELK VALLEY BUDGET	1,027.53			70 EXP
70741060	55260	COMBINE ELK VALLEY BUDGET	20.02			70 EXP
70741060	55280	COMBINE ELK VALLEY BUDGET	79.73			70 EXP
70741060	55290	COMBINE ELK VALLEY BUDGET	584.64			70 EXP
70741060	56120	COMBINE ELK VALLEY BUDGET	550.00			70 EXP
70741060	57010	COMBINE ELK VALLEY BUDGET	200.00			70 EXP
70741060	57011	COMBINE ELK VALLEY BUDGET	600.00			70 EXP
70741060	57013	COMBINE ELK VALLEY BUDGET	4,150.00			70 EXP
70741060	57014	COMBINE ELK VALLEY BUDGET	3,000.00			70 EXP
70741060	57110	COMBINE ELK VALLEY BUDGET	500.00			70 EXP
70741060	57210	COMBINE ELK VALLEY BUDGET	5,100.00			70 EXP
70741060	57328	COMBINE ELK VALLEY BUDGET	15,264.00			70 EXP
70741060	57329	COMBINE ELK VALLEY BUDGET	10,400.00			70 EXP
70741060	57410	COMBINE ELK VALLEY BUDGET	80.00			70 EXP
70741060	57430	COMBINE ELK VALLEY BUDGET	550.00			70 EXP
70741000	57873	TRXF TO GV-HEAT	32,500.00			70 EXP
73275000	55111	GV HEAT BUDGET	84,486.86			70 EXP
73275000	55210	GV HEAT BUDGET	6,463.24			70 EXP
73275000	55220	GV HEAT BUDGET	24,168.47			70 EXP
73275000	55222	GV HEAT BUDGET	240.70			70 EXP
73275000	55230	GV HEAT BUDGET	5,072.43			70 EXP
73275000	55240	GV HEAT BUDGET	126.73			70 EXP
73275000	55250	GV HEAT BUDGET	107.15			70 EXP
73275000	55260	GV HEAT BUDGET	49.20			70 EXP
73275000	55280	GV HEAT BUDGET	209.76			70 EXP
73275000	55290	GV HEAT BUDGET	1,776.46			70 EXP
73275000	57410	GV HEAT BUDGET	7,000.00			70 EXP
73275000	57440	GV HEAT BUDGET	6,000.00			70 EXP
73275000	57331	GV HEAT BUDGET	2,880.00			70 EXP
73275000	57329	GV HEAT BUDGET	10,000.00			70 EXP
73275000	56120	GV HEAT BUDGET	2,999.00			70 EXP
73275000	57022	GV HEAT BUDGET	1,000.00			70 EXP
73276000	57324	GV HEAT BUDGET	8,800.00			70 EXP
73276000	57210	GV HEAT BUDGET	105,600.00			70 EXP
73277010	57410	GV HEAT BUDGET	1,000.00			70 EXP
73277010	57324	GV HEAT BUDGET	5,000.00			70 EXP
73277010	57210	GV HEAT BUDGET	27,000.00			70 EXP
73277010	57329	GV HEAT BUDGET	3,000.00			70 EXP
73277010	57480	GV HEAT BUDGET	64,000.00			70 EXP
73277020	57410	GV HEAT BUDGET	1,000.00			70 EXP
73277020	57324	GV HEAT BUDGET	5,000.00			70 EXP
73277020	57210	GV HEAT BUDGET	27,000.00			70 EXP
73277020	57329	GV HEAT BUDGET	1,500.00			70 EXP
73278000	57410	GV HEAT BUDGET	4,000.00			70 EXP
73278000	57324	GV HEAT BUDGET	32,500.00			70 EXP
73278000	57329	GV HEAT BUDGET	3,000.00			70 EXP
73278000	56120	GV HEAT BUDGET	500.00			70 EXP
		HOUSING FUND EXPENDITURES	**557,121.53**	**83,141.53**	**473,980.00**	
		GRAND TOTAL	**647,196.53**	**614,696.53**	**32,500.00**	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Executive Director's Signature;

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Temporary Contract for Services with City of Gunnison and GCHA

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/13/2026

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

Comments:
Legally sufficient. SO 3/13/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/13/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

TEMPORARY CONTRACT FOR SERVICES

This Contract for Services, made effective as dated below is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "City", and the Gunnison County Housing Authority "GCHA."

RECITALS

WHEREAS, deed restricted housing units exist within the Lazy K Subdivision, and the City is a beneficiary and of such deed restrictions, as well as the Colorado Department of Local Affairs; and

WHEREAS, the Gunnison Valley Regional Housing Authority previously managed the qualification for, monitoring, and enforcement of such deed restricted units on behalf of the City; and

WHEREAS, the Gunnison Valley Regional Housing Authority has been dissolved and no longer provides services to the City; and

WHEREAS, County operates its own housing authority with the personnel, knowledge and process sufficient to fulfill a portion of the responsibilities previously provided by the Gunnison Valley Regional Housing Authority; and

WHEREAS City desires to contract with GCHA for the GCHA to perform certain deed-restriction services for the City; and

WHEREAS, City has budgeted certain funds for said services to be provided in the agreed time period.

WHEREAS, City and County Housing Authority intend to replace this temporary agreement with

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on March 5th, 2026 and shall terminate within 45 days, unless sooner terminated or replaced as provided herein.

2. COMPENSATION AND EXPENSES.

(a) City hereby agrees to reimburse the GCHA for actual hours worked at rates established by the GCHA, not to exceed $25,000 for the term of this agreement, to accomplish the following scope of work to be performed by GCHA:

Deed-restricted administrative, compliance, and monitoring services for the Lazy K Subdivision in accordance with the terms of the deed restrictions and associated governing documents such as but not limited to the Department of Local Affairs and other related administrative guidelines, as determined by the GCHA. Legal services are excluded. The City shall be solely responsible for appeals that may result from the associated services. Additional services may be provided by the GCHA subject to an amendment to this Agreement.

3. GOVERNMENT IMMUNITY.

City agrees to indemnify, defend and hold harmless GCHA, its Board, 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 GCHA or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

4. INSURANCE.

City is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. City shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, will provide City insurance certificates to GCHA, listing GCHA as an additional insured, for the coverages required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to GCHA.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GCHA during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Five Hundred Five Thousand Dollars and No Cents ($505,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Four Hundred Twenty-One Thousand Dollars and No Cents ($1,421,000.00).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Five Hundred Five Thousand Dollars and No Cents ($505,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Four Hundred Twenty-One Thousand Dollars and No Cents ($1,421,000.00) for any injury to two or more persons in any single occurrence.

5. INDEPENDENT CONTRACTOR.

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

(b) GCHA acknowledges and agrees that GCHA is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from City. Further, GCHA is obligated to pay federal and state income tax on any monies paid to it related to the services.

6. DELEGATION AND ASSIGNMENT.

This is a professional services contract with GCHA and, therefore, GCHA shall not delegate or assign its duties under this Agreement without the prior written consent of City which consent City 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.

7. 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:

CITY:

City Manager
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8171

GCHA:

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.

8. 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.

9. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees and expert witness fees.

10. GOVERNING LAW.

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

11. ENTIRE AGREEMENT.

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

12. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on a single original document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

ATTEST:

Erica Boucher
City Clerk

By: _____
Amanda Wilson, City Manager

GUNNISON COUNTY HOUSING AUTHORITY, a Colorado County Housing Authority

By: _____
Matthew Birnie, Executive Director

(SEAL)

ATTEST:

GUNNISON COUNTY SEAL COLORADO

Deputy Clerk
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison River Valley Local Marketing District Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Marble Crystal River Chamber of Commerce

Fiscal Impact: 25,000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/4/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 3/17/2026

Revised April 2015

GUNNISON COUNTY
Finance Department

Memorandum
To: Board of County Commissioners
From: Finance Department
Re: Marble Chamber LMD Agreement for 2026

Finance identified a decline in local marketing tax collections within the Marble jurisdiction. The comparison period reviewed was 2020–2022 (strong collections) versus 2023–2025 (notable decline).

Finance contacted the Colorado Department of Revenue (CDOR) to better understand the decrease. CDOR reviewed the account and provided the following information:

- The taxpayer is registered and filing under the correct sales tax and local marketing jurisdictions.
- From the State's perspective, reported collections over the past three years appear consistent.
- There have been no changes to site registrations (no properties added or closed).
- The account was reviewed; however, no definitive findings resulted at that time.

CDOR noted potential explanations for the decline, including:

- A possible reduction in short-term rental activity (which CDOR cannot independently verify).
- Potential jurisdictional reporting differences (e.g., properties possibly reported under unincorporated Gunnison County rather than Marble).

We have received additional taxpayer-specific information that cannot be disclosed due to confidentiality requirements. Based on the information available at this time, it is inconclusive as it relates to contributing factors for the decline in revenues.

Financial Impact and Recommendation

Given the decline in collections and the uncertainty pending audit results, Finance is recommending a $25,000 agreement between Gunnison County and the Marble Crystal River Chamber for 2026. This recommendation aligns with actual 2025 collections and maintains a conservative and sustainable funding approach.

Please refer to the next page for the financial summary.

Financial summary:

- Beginning balance (12/31/2024): $10,067.95
- 2025 collections: $23,456.52
- 2025 agreement amount: $25,000
- Ending balance (12/31/2025): $8,524.47

Historical summary:

Year	Collections	Payments	Net (carry-over balance)
2008	$ 11,208.11	$ -	$ 11,208.11
2009	9,111.24	11,208.11	9,111.24
2010	7,306.26	7,500.00	8,917.50
2011	9,315.00	16,000.00	2,232.50
2012	8,034.78	-	10,267.28
2013	7,236.00	10,822.30	6,680.98
2014	9,090.00	10,200.00	5,570.98
2015	13,059.00	12,214.98	6,415.00
2016	14,671.00	11,235.02	9,850.98
2017	21,429.00	16,500.00	14,779.98
2018	28,451.00	17,000.00	26,230.98
2019	28,873.00	24,500.00	30,603.98
2020	37,318.00	28,200.00	39,721.98
2021	37,787.86	25,500.00	52,009.84
2022	29,488.87	45,390.00	36,108.71
2023	18,464.00	41,395.00	13,177.71
2024	26,890.24	30,000.00	10,067.95
2025	23,456.52	25,000.00	8,524.47

Finance will continue to monitor collections and provide updates as additional information becomes available.

Marble Crystal River Chamber

620 W Park Street, Marble, CO 81623

Christy Villalobos, President [mariosmarble@yahoo.com]
Sayle Hutchinson, Secretary [sayle@chairmountaincoaching.com]
Karen Good, Treasurer [ksmithgood@aol.com]

January 28, 2026

To:
Gunnison County Board of Commissioners
200 E. Virginia Avenue
Gunnison, CO 81230

Re: Annual Funding Request for the Marble Crystal River Chamber of Commerce

Dear Commissioners,

We are not certain that our letter and funding request, sent back in October, reached your desks. The letter is attached below for your reference.

Our original funding request was for a flat fee of $35,500. Since the original submittal, we have been in communication with Lupita and Melissa in the County's finance department. Lupita encouraged us to request only $25,000 in funding for 2026, as this was an amount the County's numbers could support. Even though this number is far less than historical data supports, and does not allow us to continue funding events and marketing in the same manner we have in the past, we need it!

So as not to miss out on 2026 funding all together, we request the recommended $25,000 in annual support for 2026, and ask for a meeting with the commissioners to discuss the idea of a set annual funding amount for future remittances.

Also attached is a revised funding spreadsheet. Please let us know if you have any questions. Again, many Thanks for your support of our community on this side of the mountain. We are very grateful.

Karen Good
Marble Crystal River Chamber, Treasurer

Marble Crystal River Chamber
620 W Park Street, Marble, CO 81623

Christy Villalobos, President [mariosmarble@yahoo.com]
Sayle Hutchinson, Secretary [sayle@chairmountaincoaching.com]
Karen Good, Treasurer [ksmithgood@aol.com]

October 30, 2025

To:
Gunnison County Board of Commissioners
200 E. Virginia Avenue
Gunnison, CO 81230

Re: Annual Funding Request for the Marble Crystal River Chamber of Commerce

Dear Commissioners,

We extend our deep gratitude for your continued support of the Marble Crystal River Chamber. The funding you provide makes an incredible difference in our community and has an enormous impact on Marble businesses.

Because of your partnership, we've been able to: grow events that bring much needed business to town during historically slow times of the year; sustain a visitor center that offers reliable visitor information and eases the burden on local businesses; and maintain online and print resources for travelers planning trips to this area of Gunnison County.

Our Chamber runs entirely on volunteer effort—no one is paid for their work—so these funds are truly what make our programs possible.

This year we respectfully request **$35,500** in annual funding. Though this is higher than last year's request, it aligns with historical allocations and reflects real needs. We have noticed inconsistencies between the significant growth in local lodging and the decline in reported Local Marketing District Tax (LMDT) collections for our area. Your Finance Department has acknowledged these puzzling discrepancies. Given that lodging prices and options in Marble have increased significantly over the past five years, the downward trend in LMDT proceeds is concerning and likely inaccurate.

We suspect that online booking platforms such as Airbnb and VRBO may be inadvertently attributing Marble's LMDT payments to other jurisdictions within Gunnison County. The downward trend of LMDT collections in the Marble Area seems to correlate with the up-tick in usage of online reservation platforms.

Rather than resolving this discrepancy with an audit of AIRBNB's, VRBO's and other online platforms' accounts, we propose establishing a **flat annual funding amount** for Marble, based on historical data, adjusted each year by the Consumer Price Index, and modified only if there are major changes to the local lodging pool. This approach ensures predictable support, reduces administrative tracking burdens, and reflects the intent of the LMDT—to sustain tourism and economic vitality throughout the county.

Thank you again for your time, support, and commitment to the Marble Crystal River Chamber. Your support continues to strengthen our businesses, events, and community connections on this side of the mountain.

With appreciation,



Karen Good
Marble Crystal River Chamber, Treasurer

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT AGREEMENT

Project Title: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

Award Period: **JANUARY 1, 2026 TO DECEMBER 31, 2026**

Award: $25,000

PARTIES TO AGREEMENT

GRANTOR:
Address: The Gunnison River Valley Local Marketing District (the "LMD")
200 E Virginia Avenue
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: Marble Crystal River Chamber of Commerce (the "Recipient")
620 W. Park Street
Marble, CO 81623
Contact Name: Christy Villalobos
Telephone: (970) 963-7300
Email: mariosmarble@yahoo.com

RECITALS

WHEREAS, Recipient has requested assistance from the LMD in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, LMD is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, LMD has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, LMD has determined it presently is and remains in the public's interest to provide financial assistance to Recipient.

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the LMD hereby awards to Recipient a sum not to exceed Twenty Five Thousand U.S. dollars (**$25,000)** (the "Award") only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2026 Work Plan as identified in Appendix A. Funds will be distributed, contingent upon collections.. The Award shall be used by Recipient to assist the LMD consistent with Recipient's current mission and operations and to help promote Gunnison County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project (as outlined in Appendix A) without the prior written approval of the LMD. Any material modification to the Project undertaken without the LMD's prior written consent may be deemed a breach of this Agreement, entitling the LMD to all remedies available under this Agreement.

4. **Authorized Representative.** Matthew Birnie, (the "Authorized Representative"), or his successor, is designated as Authorized Representative of the LMD for the purpose of administering, coordinating and approving the work performed by the Recipient under this Agreement.

5. **Payment of Award.** Subject to the LMD's determination in its sole discretion that Recipient is in compliance with this Agreement, the LMD shall disburse the funds for the Award in a manner determined by the LMD in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the LMD be liable for payment under this Agreement for any amount in excess thereof. The LMD is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the LMD.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from LMD in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the LMD during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information

obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the LMD of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the LMD, including sharing with the LMD any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The LMD cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the LMD, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the LMD shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the LMD for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from LMD.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the LMD, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the LMD.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The LMD shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of LMD funds. The LMD shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The LMD shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by LMD.** The LMD may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the LMD's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the LMD as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison River Valley Local Marketing District Matthew Birnie 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email: mbirnie@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 Email: dbishop@gunnisoncounty.org
and by the LMD to:	Marble Crystal River Chamber of Commerce Christy Villalobos 620 W. Park Street Marble, CO 81623 ~~(970) 963-7300~~ 970-963-7117 Email: ~~mariosmarble@yahoo.com~~ TheMarbleChamber@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the LMD, which the LMD may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the LMD of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The LMD and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the LMD and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or Recipients of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the LMD, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 25 day of February 2026.

RECIPIENT: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

Signature: 
Name: Karen Good
Title: Treasurer
Date: 2/25/2026

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

APPROVED:

Laura Puckett Daniels
Chairperson

Date: _____

MARBLE CRYSTAL RIVER CHAMBER
2026 REVISED BUDGET REQUEST

Website Maintenance		**1,000.00**
General maintenance and optimization of the Chamber's web site.		
Promotional Priniting		**3,500.00**
The Marble Map and the Chamber's rack card have been incredible informational tools for visitors. Inventory is low on both. We need to update and reprint prior to the 2026 summer season.		
Internet and Print Marketing		**4,250.00**
colorado.com online advertising, and other printed advertising		
Chamber and Association Memberships		**750.00**
Maintain ties with groups and other area chambers -- Carbondale Chmbr, Glenwood Chmbr, Crested Butte Chmbr, Gunnison Chmbr, Redstone Community Assoc., & BBB		
Reprinting of Marble history books		**3,000.00**
The Marble history books we copyrighted and re-published are wildly popular. We ran 2 printings in 2024, and estimate the need for more print runs in 2025.		
Event Funding: Support for events which attract visitors to our valley		**6,500.00**
Marble Fest: Annual music festival held in the Marble Mill Site Park on a historically slow mid-August weekend.	**2,000.00**	
Lead King Loop Race: A national running event attracting around 200 visitors to our valley in mid September, after the labor day rush and before Fall color crowds. The run benefits the Marble Charter School.	**2,000.00**	
MARBLE/Marble Symposium: The Symposium is Marble's longest running event. It attracts people from all over the world, and fills area lodging for a full 27+ days of the summer. This is the exact sort of event the Chamber needs to support. We do so by providing a scholarship for a carver who otherwise could not attend this event	**0.00**	
The Rock and Gem Show: Now in its 4th year, this event brings people to Marble in early June.	**1,000.00**	
Event Slush Fund: The Chamber wants to encourage new annual events in the shoulder season and off-season. These funds will help to create such events. We are currently talking with the Redstone Arts Foundation about collaborating on event in Marble.	**1,500.00**	
Marble HUB support and operations		**6,000.00**
Funding to support operation of Marble's visitor center, our visitors' most important resource.		
	2026 REVISED Funding request	**25,000.00**

Agreed to by:

_____(signature)
Gunnison County: _____
Date: _____



_____ (signature)
MCRC__Karen Good_____
Date: _2-12-26_____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health 2026 Draft Meeting Topics

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Board of Health Draft Agenda and Meeting Topics

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: 2/9/2026

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

Agenda Date: 3/17/2026

Revised April 2015

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

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

2026 Board of Health Meeting Topics

Meeting Date	Foundational Public Health Services	Meeting Topics
March 17, 2026		2026 Meeting Planning Vital Records overview and update Consumer Protection overview and update
June 16, 2026		Clinical Services overview and update: Jail Health, Travel Clinic and Parenting Programs
September 15, 2026		West Central Public Health Partnership (WCPHP) overview and update Health Coalition update Suicide prevention
December 15, 2026		Harm reduction Programs overview and update SUD local treatment


Foundational Public Health Services
Communicable Disease Prevention, Investigation and Control
Environmental Public Health
Maternal, Child, Adolescent, and Family Health
Chronic Disease, Injury Prevention, and Behavioral Health Promotion
Access to and Linkage with Healthcare
Assessment and Planning
Communications
Policy Development and Support
Partnerships
Organizational Competencies
Emergency Preparedness and Response
Health Equity and the Social Determinants of Health
Foundational Public Health Capabilities

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vital Records Overview and Update

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Presentation for the Board of Health

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Gunnison County Vital Records

What are Vital Records?

Vital Records in Gunnison County

- Are issued by Gunnison County Public Health
- Include Birth Certificates and Death Certificates
- Are official documents printed on paper with the state seal and State Registrar's signature

The Importance of Vital Records

Bedrock

- Documentation (legal, administrative, and historical)
- Identity verification
- Family lineage tracking
- Public health data collection
- Supportive (legal rights, inheritance claims)

Gunnison County Vital Records

- Preservation and Documentation
- Births
  - Birth rate
  - Parental ages
  - Demographics
- Deaths
  - Mortality trends
  - Death rates

Security Compliance

To comply with State policies, the following changes were implemented in 2022 and have been maintained since.



FRAUD PREVENTION



SECURITY



BADGE-IN ACCESS



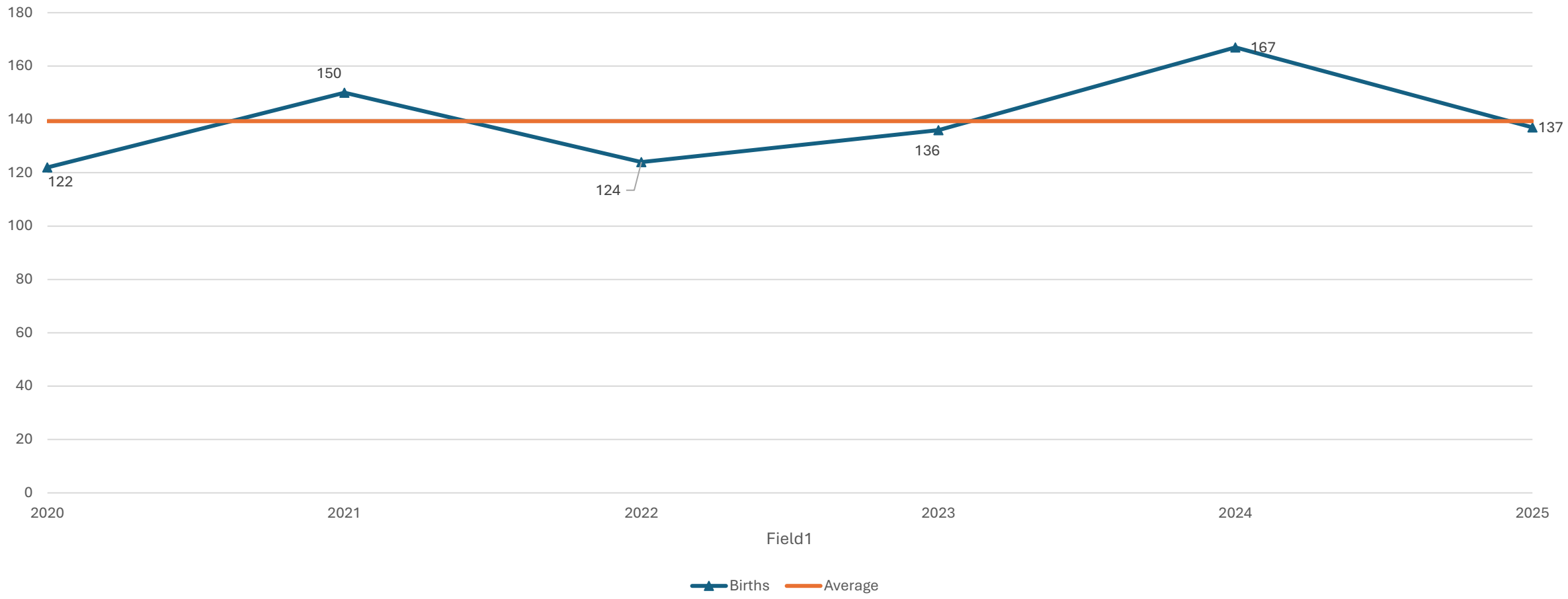
COVES

Achievements

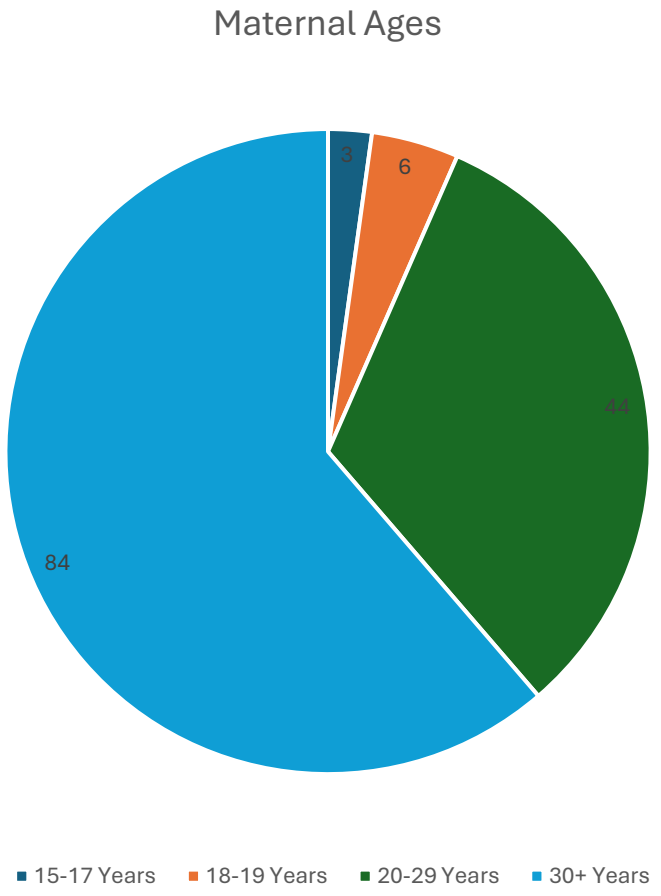


- Pattern of Excellence:
  - 100% Perfect Application Audit 2025, 2024, 2023, 2022
  - 100% Perfect Site Visit Audit 2025
  - Five Star Annual Performance Award for 2023, 2024

Births in Gunnison County 2020 – 2025

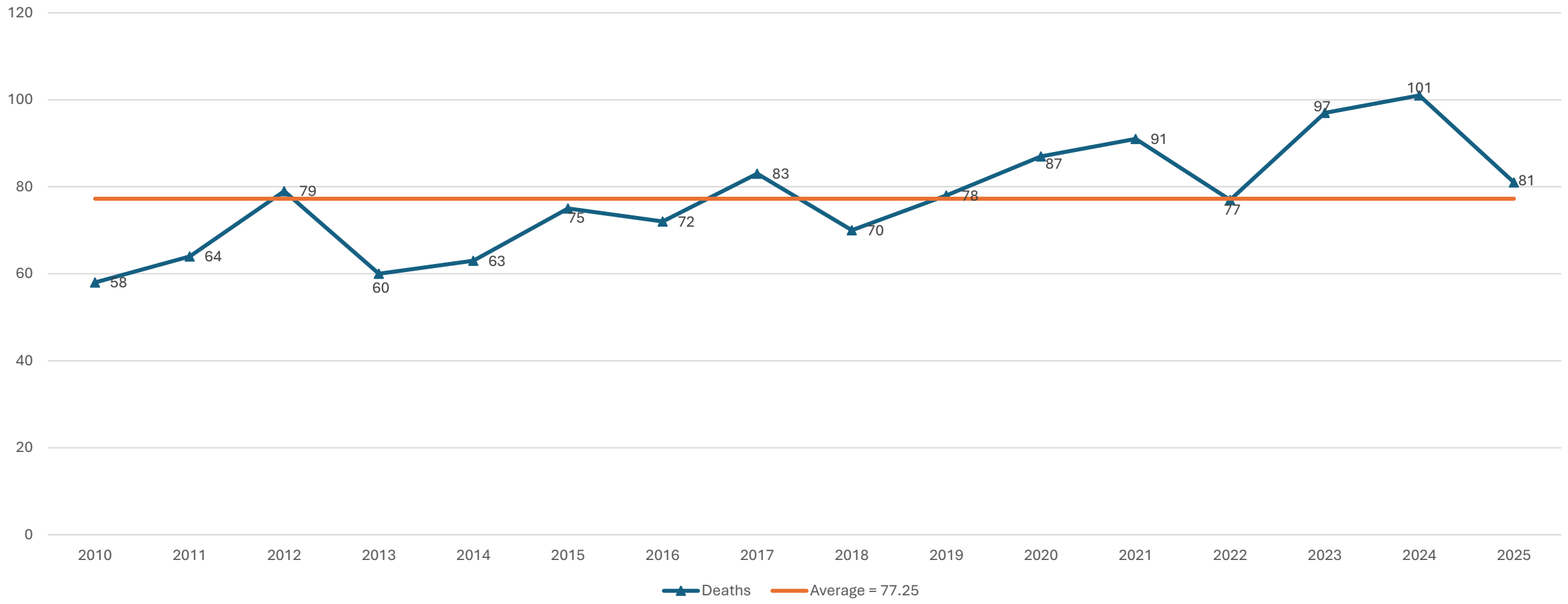


2025 Maternal Ages of Births

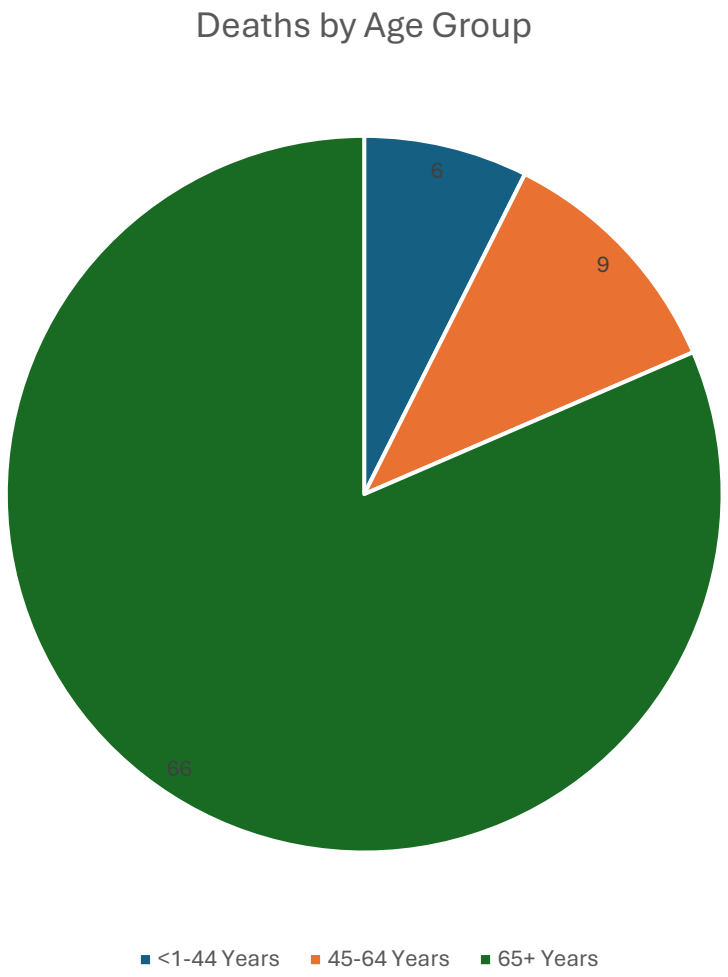


Age Group	Count
15-17 Years	3
18-19 Years	6
20-29 Years	44
30+ Years	84
Total	**137**

Gunnison County Deaths From 2010 – 2025

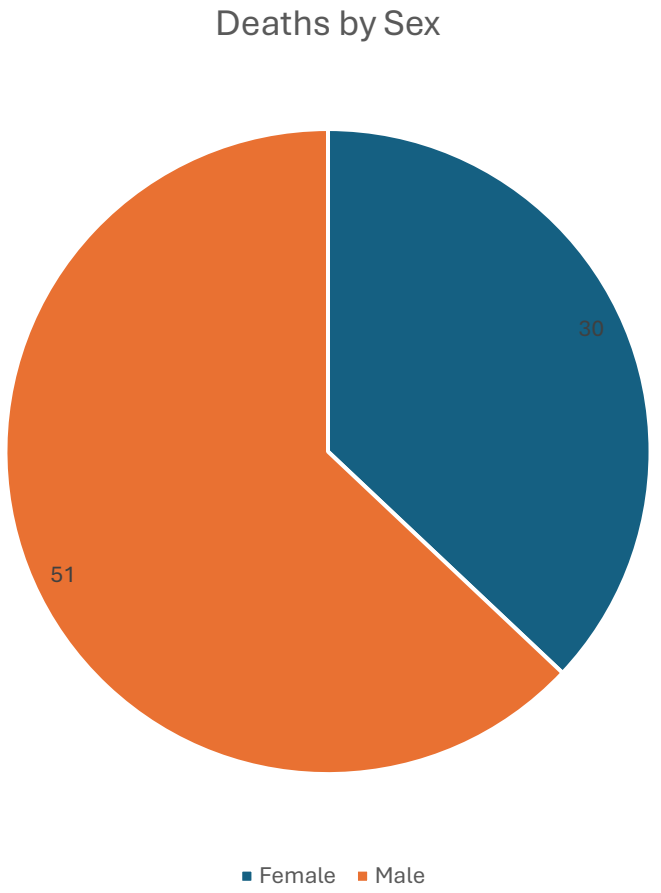


2025 Death Demographics – Age Groups



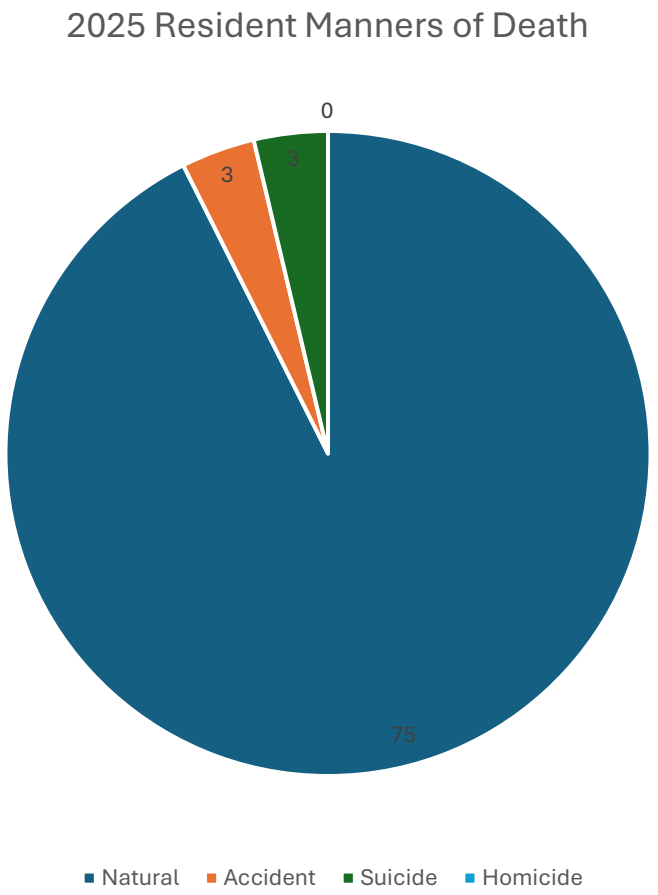
Age Group	Count
<1-44 Years	6
45-64 Years	9
65+ Years	66
Total	**81**

2025 Death Demographics – Sex



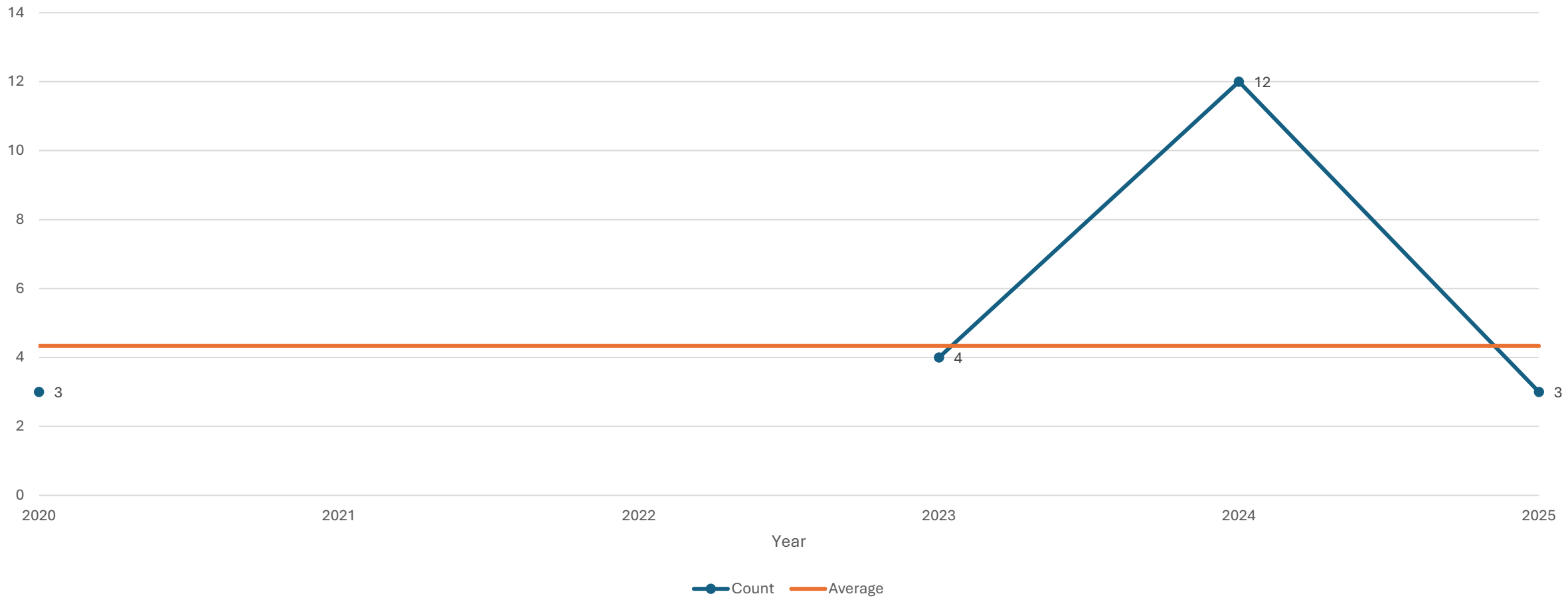
Sex	Count
Female	30
Male	51
Total	**81**

Gunnison County 2025 Manners of Death



Manner of Death	Count
Natural	75
Accident	3
Suicide	3
Homicide	0
Total	**81**

Manners of Death – Suicides in Gunnison County 2020 – 2025



Any Questions about Gunnison County Vital Records?

Sources

- Colorado Health Information Dataset (CoHID)
  - https://cohealthviz.dphe.state.co.us/t/HealthInformaticsPublic/views/COHIDBirthsDashboardAllYearsExcludesRace/BirthsAllYearsExcludesRace?%3Aembed=y&%3Aiid&%3AisGuestRedirectFromVizportal=y
  - https://cohealthviz.dphe.state.co.us/t/HealthInformaticsPublic/views/COHIDDeathsDashboardAllYearsExcludesRace/DeathDashboardAllYearsexcludesrace?%3Aembed=y&%3Aiid=1&%3AisGuestRedirectFromVizportal=y%E2%80%8B

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Consumer Protection Overview and Update

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Brief presentation on Consumer Protection for BOCC

Fiscal Impact:

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

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: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

CONSUMER PROTECTION 2025

The Consumer Protection Program regulates, inspects and licenses restaurants, food vendors, and childcare facilities to prevent and reduce foodborne illness and assure safe handling of food. The Gunnison County team of two inspectors (Jenn Chavez and Nicole Stone) conduct routine, inspections, re inspections, handle complaints and enforce safety regulations.

IN 2025:

- 189 Inspections completed
- 43 preoperational completed
- 240 Active Licensed Establishments (schools, camps, retail, childcare centers)

NATIONAL ENVIRONEMNTAL HEALTH ASSOCIATION GRANT

$63,000 Three-year grant cycle

Voluntary National Retail Food Regulatory Standards (Standards of Excellence for Continual Improvement) of the Retail Food Program

Currently Maintain 4 Standards out of 9

Standard 1: Regulatory Foundation
Standard 2: Trained Regulatory Staff
Standard 5: Foodborne Illness Response
Standard 7: Industry and Community Relations

Progress in all 9 Standards over three-year grant cycle

*Standard 9 Program Assessment: Uses data from routine inspections to determine food borne illness trends and identify appropriate interventions

- Currently in year 2 of data collection

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *3/13/2026 thru 4/30/2026*

Board of County Commissioners

1. **BOCC Regular Meeting**
   March 17, 2026, All Day @ BOCC Boardroom
2. **BOCC Work Session**
   March 24, 2026, All Day @ BOCC Boardroom
3. **Mayors & Managers Meeting - Hosted by Mt. Crested Butte**
   April 2, 2026, 12:00 PM - 1:30 PM
4. **BOCC Regular Meeting**
   April 7, 2026, All Day @ BOCC Boardroom
5. **BOCC Work Session**
   April 14, 2026, All Day @ BOCC Boardroom
6. **BOCC Regular Meeting**
   April 21, 2026, All Day @ BOCC Boardroom
7. **BOCC Work Session**
   April 28, 2026, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   April 21, 2026, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Second Amendment to Professional Services Agreement with Sarah Elzay for extend her contract until 4/30/26

Fiscal Impact: n/a

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/10/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN GUNNISON COUNTY AND SARAH ELZAY

THIS AMENDMENT ("Amendment") amends that certain Professional Services Agreement by and between **SARAH ELZAY** ("Contractor") and the **COUNTY OF GUNNISON, STATE OF COLORADO** ("Gunnison County"), dated November 15, 2025 and assigned Gunnison County Legal Instrument No: 2025-006 ("Agreement").

For and in consideration of the mutual covenants, terms and conditions contained in the Agreement and herein, Gunnison County and Contractor do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

2. TERM OF AGREEMENT.

The term of this Agreement shall terminate on April 30, 2026, unless sooner terminated as provided in this Agreement.

Except as expressly amended herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified as if fully set forth in this Amendment.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Amendment.

APPROVED on March 4th, 2026 by Gunnison County.

COUNTY OF GUNNISON
STATE OF COLORADO

Matthew Birnie, Manager

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

APPROVED on March 6th, 2026 by Contractor.

Sarah Elzay

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 6th day of March, 2026, Sarah Elzay.

Witness my hand and official seal.

Notary Public

HOLLY PERRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244006385
MY COMMISSION EXPIRES FEBRUARY 13, 2028

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN GUNNISON COUNTY AND SARAH ELZAY

THIS AMENDMENT ("Amendment") amends that certain Professional Services Agreement by and between **SARAH ELZAY** ("Contractor") and the **COUNTY OF GUNNISON, STATE OF COLORADO** ("Gunnison County"), dated November 15, 2025 and assigned Gunnison County Legal Instrument No: 2025-006 ("Agreement").

For and in consideration of the mutual covenants, terms and conditions contained in the Agreement and herein, Gunnison County and Contractor do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

2. TERM OF AGREEMENT.

The term of this Agreement shall terminate on March 15, 2026, unless sooner terminated as provided in this Agreement.

Section 6 of the Agreement is hereby amended as follows:

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. Any provision of any equipment, supplies, or documents by County to Contractor in relation to the services performed under this Agreement shall not be construed to affect Contractor's status as an independent contractor.

Except as expressly amended herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified as if fully set forth in this Amendment.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Amendment.

APPROVED on _____, 2026 by Gunnison County.

COUNTY OF GUNNISON
STATE OF COLORADO

Matthew Birnie, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 9th day of January, 2026, Matthew Birnie, County Manager.

Witness my hand and official seal.

Notary Public

HOLLY PERRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244006385
MY COMMISSION EXPIRES FEBRUARY 13, 2028

APPROVED on _____, 2026 by Contractor.

Sarah Elzay

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, Sarah Elzay.

Witness my hand and official seal.

Notary Public

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 15th day of January, 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 Sarah D. Elzay, whose address is _1304 West 42nd Street Hays, KS 67601___ (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Cheatgrass and Habitat Restoration 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 January 15, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Cheatgrass may degrade sagebrush shrublands, which are important habitats for the Gunnison sage-grouse, other wildlife species, and livestock. These habitats are vulnerable to noxious weed invasions in many ways, including increases in exotic annual grasses, diminishing critical food supply and cover, and changes to fire frequency intervals. The Contractor will coordinate and facilitate large scale, cross-boundary treatments to address cheatgrass and other noxious weed invasions to provide appropriate cover and food resources for Gunnison sage-grouse, other wildlife species, and livestock.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the first twelve months of the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed? one hundred and five thousand and No/100 U. S. Dollars ($105,000) beginning on January 15, 2025. Payments to the Contractor in the amount of eight thousand seven hundred and fifty and No/100 U.S. Dollars ($8,750) shall be made on the last business day of each month by Gunnison County through

January 2026. Compensation for Contractor Services beginning after the first of the month or ending before the last day of the month will be prorated by business days worked.

The Contractor may also submit for reimbursement up to five thousand and No/100 U.S. Dollars ($5,000) per year for the following items: training, relevant conferences, events and outreach, office space, and software licensing and tools.

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

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

5. INSURANCE.

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

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are

related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. 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.

c. 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.

d. 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.

e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the 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.

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.

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:

Contractor:

Board of County Commissioners

of the County of Gunnison, Colorado 200 E. Virginia

Gunnison, Colorado 81230

Sarah D. Elzay

1304 West 42d Street

Hays, KS 67601

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the 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.

23. 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.

24. 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.

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 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: _____ Jonathan Houck, Chairperson

ATTEST:

By: _____ Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: Sarah Elzay Sarah D. Elzay

APPENDIX "A" SCOPE OF SERVICES

The overall goal of this project is to treat cheatgrass infestations and restore the sagebrush ecosystem on public and private lands across the Gunnison Basin.

The Cheatgrass and Habitat Restoration Coordinator (hereafter, "Coordinator") will work closely with Project Team members to design and implement on-the-ground cheatgrass treatments and sagebrush restoration treatments across the Upper Gunnison Basin. Specifically, the Coordinator will design treatments, select locations for treatment, determine supplies needed, facilitate project logistics and serve as technical supervisor during the treatments and restoration actions. Additionally, the Coordinator will work on native forb and shrub seed collections, finding a suitable location to grow native seed, and reseeding areas as part of an integrated pest management approach and sagebrush rangelands restoration. The Coordinator will also work on education, outreach, and other activities to promote the prevention of further invasive species spread in the Gunnison Basin.

Contractor shall perform and provide the following services:

1. Collaboratively prioritize the most important sites needing treatment across the Basin. In addition to utilizing information from remote sensing and mapping projects of the current extent of cheatgrass in the Gunnison Basin, the Coordinator will develop and apply criteria to inform prioritization with input from numerous stakeholders and incorporate local knowledge.
2. Build local capacity for creating an enduring, long-standing program to continue these methods through training, volunteer base development for hand pulling events, outreach events and education programs.
3. Treatment objectives are to: a) treat infestations of cheatgrass in priority areas; b) reduce the expansion of cheatgrass into new areas by public education campaigns and equipment such as bike wash and boot kick stations; c) engage in cross-boundary treatments including private lands; and d) use an integrated pest management approach, such as reseeding appropriate sites post-treatment.
4. Develop a long-term monitoring program to determine ecological response to the restoration project activities and to help determine if adaptive management is needed.
5. Keep up to date on effective techniques, best practices, and current research for cheatgrass treatment, sagebrush restoration, and collaborative conservation.
6. Share tools, methods, and findings with other groups working to conserve vulnerable sagebrush watersheds and sage-grouse populations in similar ecosystems.
7. Secure additional funding for projects and future capacity via grant applications.
8. Recruit, coordinate, and oversee contractors completing cheatgrass treatments and sagebrush restoration.

Tasks and Timeline: Coordinator (estimated time in parentheses; note dates subject to change pending weather):

The details of the tasks and work plan will be finalized in collaboration with stakeholders.

1. Stakeholders will work with the Coordinator on priority project areas. The Coordinator will conduct field work and provide written summary of project design treatments, including identifying problems, developing objectives, characterizing the treatment site, determining locations, treatment methods, estimating materials needed, estimating costs of materials, and documenting details using GPS starting in April/May, depending on weather.
2. Ensure and oversee the timely application of herbicides in June – September. Herbicide applications may be with a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. The Coordinator will plan and implement multi-agency, cross-boundary cheatgrass treatments and potentially leverage and coordinate with agencies completing other noxious weed treatments.
3. Investigate additional treatment opportunities, including cultural and mechanical practices, fertilizers, bio-control, and other aspects of an integrated pest management approach.
4. Coordinate community activities such as seed collections, reseeding to restore sites, and hand-pulling cheatgrass to promote an integrated pest management approach. Community activities may be completed as opportunities arise.
5. Establish baseline and repeat measurements with assistance from stakeholders, and provide summary, data interpretation, and preliminary results. Monitoring will use the best available science on how to collect relevant measures of cheatgrass density and abundance. Field work will occur April through November as appropriate and as conditions allow, and analysis and reports will be completed in November through March.
6. Grant applications will be completed November through March, or as opportunities arise, to secure funds for projects and capacity. Applications will be completed in coordination with stakeholders.
7. Host and organize quarterly meetings for stakeholders to discuss next steps, priorities, and accomplishments. Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee (GBSGSC) and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinator will Chair the GBSGSC Cheatgrass Subcommittee and may be appointed as a voting member of the GBSGSC. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach.
8. Recruit landowners to participate in Cheatgrass Treatment program using USFWS BIL funds with County. Incorporate tools such as remotely sensed maps. Conduct site assessments with landowners, schedule treatments, coordinate with applicator, and be line of communication with applicator and landowner. Write and manage contracts associated with treatment.
9. Develop and implement a proactive cheatgrass communications strategy. Opportunities could include internal communications to stakeholders, external communications to generate a broad public understanding of the issue, talks at conferences, a multi-media approach (including social media), cheatgrass education for the public and practitioners (i.e., bringing in researchers and practitioners for webinars, talks, workshops), or partnering with Western Colorado University and other stakeholders to help create a public interface for progress reporting. Community outreach could include K-12 school presentations (4-H, Taylor Challenge, Water Festival, Mill Creek Youth Summit, AgVenture), community pull days, a booth at the farmer's market, Gunnison SageGrouse Summit or Festivals, or at local recreation events such as the Sageburner, Growler, and other permitted recreational events.

10. Stay updated on innovations in cheatgrass management throughout the western United States. Build partnerships with companies and conduct background research on herbicides and other treatment technologies (fertilizers, bio-control, mechanical and cultural practices, seeding, etc) and mapping techniques. Develop and update a Best Management Practice document for this information to guide efficacy and reduce risk.
11. Recruit, train, and supervise herbicide applicators to build certified applicator capacity in personnel able to spray cheatgrass in the Gunnison Basin.
12. Coordinate seed collections of Gunnison Basin native grasses, forbs, and shrubs such as sagebrush. Coordinate seed storage, planting, and growing operations between Colorado Parks and Wildlife and Bureau of Land Management storage facilities and potential use of the Western Colorado University greenhouse.
13. Coordinate seeding and planting events in post-treatment sites, tied with cheatgrass treatments and other disturbances such as road decommissioning.

Products:

1. Develop a repository for project records. Work with partners and land management agencies to capture and/or assist in writing pre-project implementation plan(s) documenting objectives and rationale, methods and treatment types, monitoring and assessment methods (e.g. photo points, vegetation sampling, etc.), GPS locations and spatial data (e.g. shapefiles and geo-databases for infestations and treatment areas), supplies needed, timelines, and project participants (agencies and contractors involved including contractor bids) to prepare for field implementation. Ensure appropriate environmental clearances (e.g. NEPA) has been documented.
2. Summarize results with an annual report and public communications. Analyze monitoring data to make recommendations for future work. Include information and education campaigns, summary of sites, treatment design, monitoring program protocol and results, lessons learned.
3. Create and regularly maintain database of certified applicators and other contractors willing to work on cheatgrass projects in the Gunnison Basin.
4. Track accomplishments and monitoring data in the Gunnison Sage-Grouse Conservation Efforts Database (CED). Facilitate the addition of treatment data from other agencies. Input data annually.

Skills and Education:

1. A State of Colorado's Department of Agriculture Qualified Supervisor license. If the applicant does not currently have a Qualified Supervisor license, they must be willing to obtain a reciprocal license or work towards obtaining a Certified Operator license within one year of being hired for the position, and subsequently a Qualified Supervisor license if contract is extended beyond the first year.

This position will be dynamic and evolving. Services, tasks or products beyond the scope or work outlined in this contract may be determined by or amended by the Project Team and Coordinator.

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 United Airlines

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

Summary:

New operating and lease agreement with United Airlines. Includes updated leased space after terminal renovation and new rates and charges than prior agreements.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 2/27/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

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UNITED
CONTRACT
186562

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:

UNITED AIRLINES, INC.

Dated: January 1, 2026

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

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Exhibit B: Airline Premises

Exhibit C: Summary of Terminal Areas

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

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

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Exhibit G: Statistical Report

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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 UNITED AIRLINES, INC., a corporation incorporated under the laws of the State of Delaware, with its principal office in Chicago, Illinois, 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:

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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:

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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,

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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.

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Said rentals and charges shall be deemed delinquent if payment is not received by the fifteenth (15th) 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.

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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

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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.

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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

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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.

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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.

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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,

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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

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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

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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

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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.

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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.

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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

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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.

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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

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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

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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 &

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Property Damage Liability Each Occurrence
& Aggregate

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

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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

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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.

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(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

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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.

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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.

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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.

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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).

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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.

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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

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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.

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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.

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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.

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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:

United Airlines, Inc. HDQOU
233 S. Wacker Drive
Chicago, IL 60606
Attention: Vice President Corporate Real Estate

With a copy to:

United Airlines, Inc. HDQLD
233 S. Wacker Drive
Chicago, IL 60606
Attention: Executive Vice President,
General Counsel and Secretary

And email to: leaseadmincre@united.com

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.

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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.

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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

UNITED AIRLINES, INC.

By: DocuSigned by: Michael J. Yost B12A886E25A04B4...

Michael J. Yost
Title: Managing Director- Airport Affairs
Corporate Real Estate

Attest:

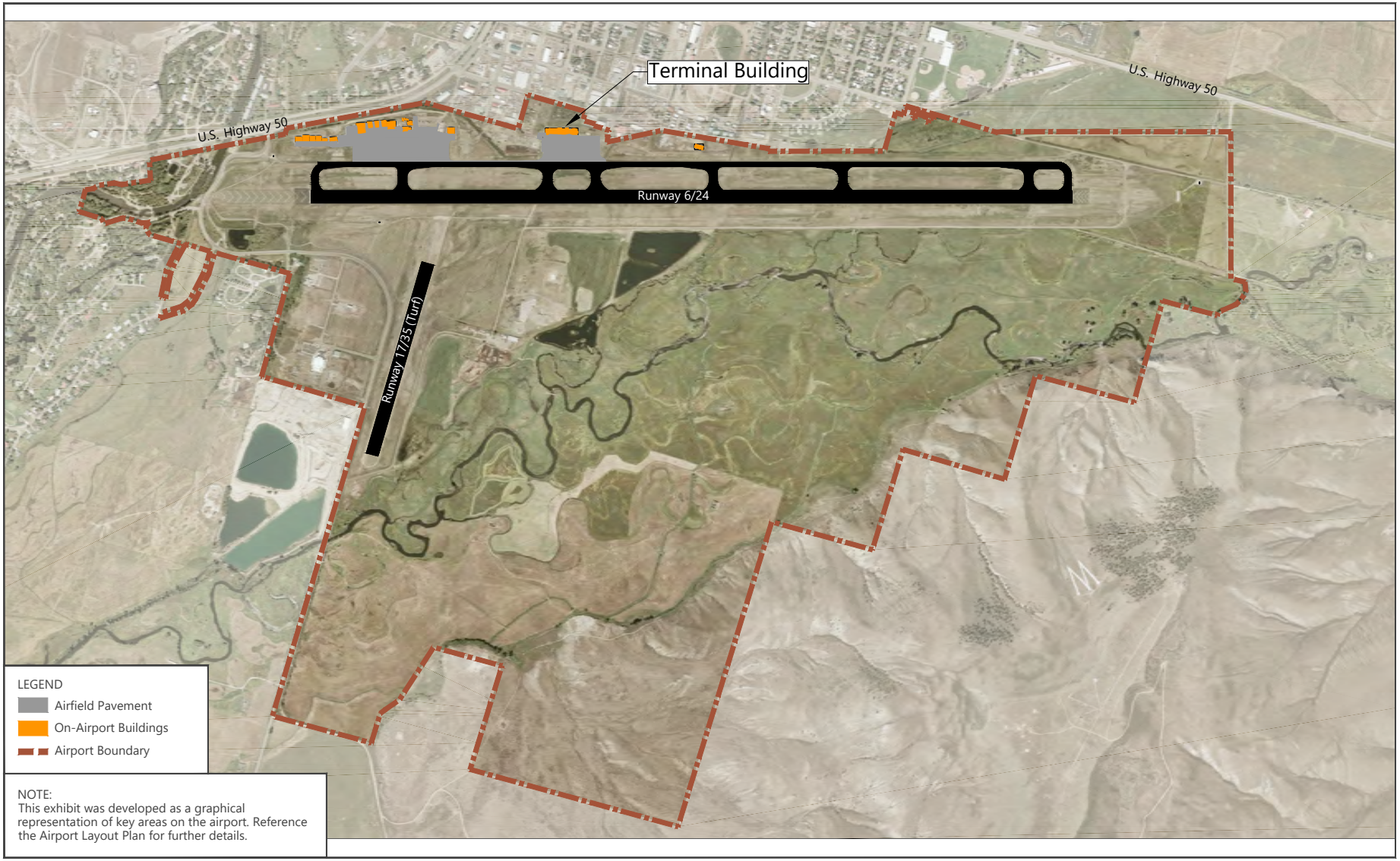
By: DocuSigned by: Laura Asmussen 031DC353584E428...

Laura Asmussen
Title: Associate- Lease Administration
Corporate Real Estate

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

EXHIBIT A: AIRPORT BOUNDARIES

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A



SOURCE: Gunnison Crested Butte Regional Airport, Airport Layout Plan, January 2024.

NORTH 0 1,800

EXHIBIT A

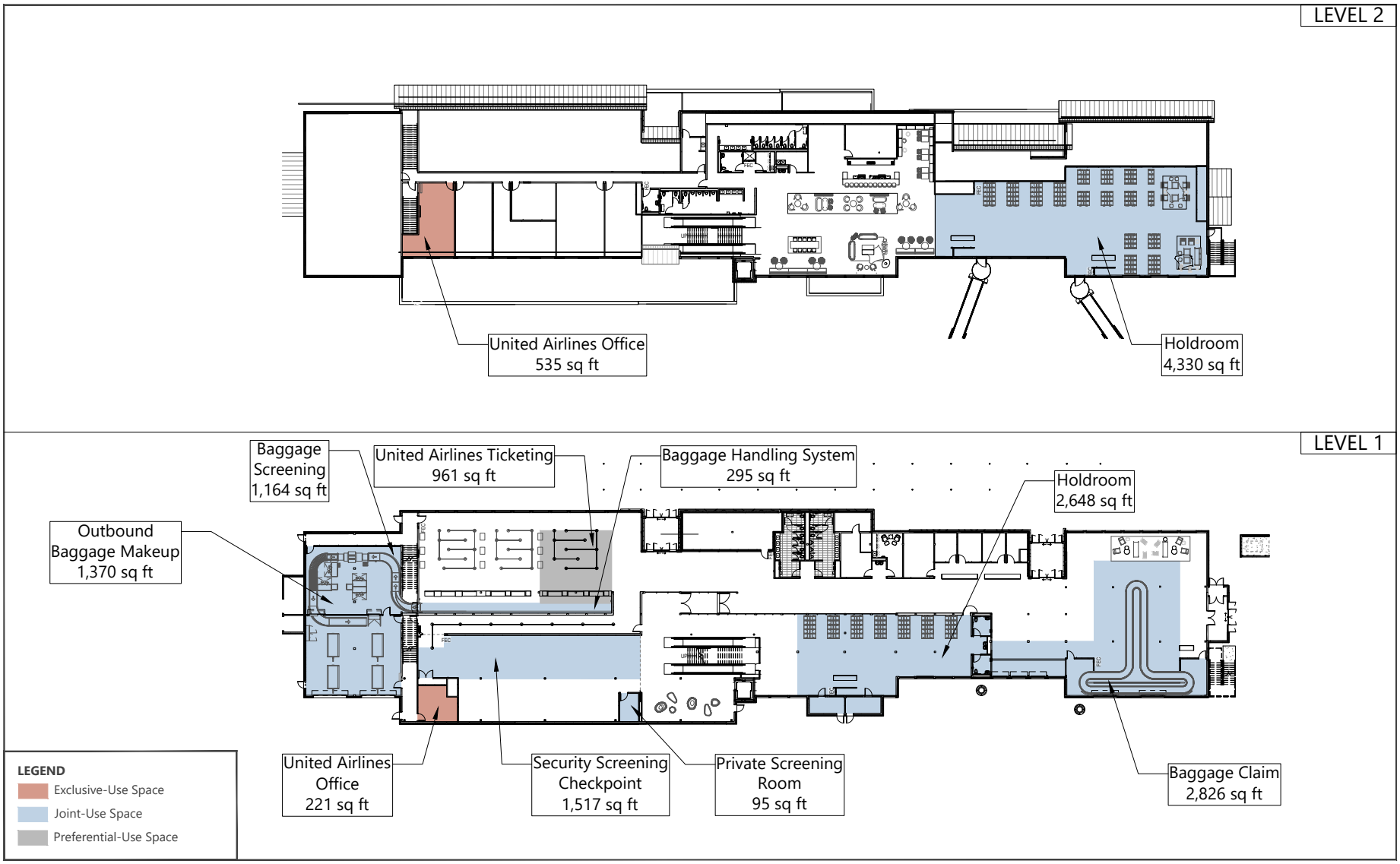
AIRPORT BOUNDARIES

Drawing: P:_PROJECTS\GUC (Gunnison-Crested Butte)\02-Rates Charges Study\Drawings\GUC_AirportBoundary-v2.dwgLayout: 8.5x11L Plotted: January, 2024, 02:42PM

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EXHIBIT B: AIRLINE PREMISES

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A



SOURCES: Gunnison Crested Butte Regional Airport, Composite Plans, 2021; Ricondo & Associates, Inc., January 2024.

NORTH

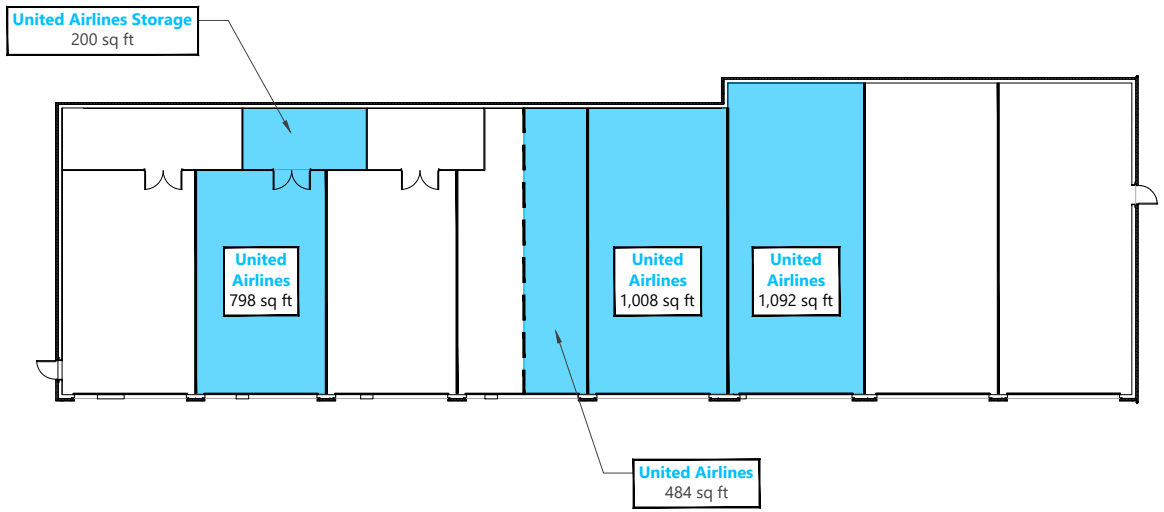
SCALE: $\frac{1}{64}$" = 1'-0"

EXHIBIT B-1

AIRLINE PREMISES - UNITED AIRLINES

Drawing: P:_PROJECTS\GUC (Gunnison-Crested Butte)\02-Rates Charges Study\Drawings\GUC_TerminalLeases.dwgLayout: UA-Term Plotted: January 2024, 02:46PM

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LEGEND
United 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 - UNITED AIRLINES

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EXHIBIT C: SUMMARY OF TERMINAL AREAS

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

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**

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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.

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

EXHIBIT D: RESPONSIBILITIES OF COUNTY AND AIRLINE FOR OPERATION AND MAINTENANCE OF THE TERMINAL

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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.

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

EXHIBIT E: CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

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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.

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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

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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".

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

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.

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- **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**

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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.

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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%

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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.

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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.

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

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.

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

EXHIBIT F: AFFILIATED AIRLINE IDENTIFICATION AND REQUIREMENTS

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

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: _____

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

EXHIBIT G: STATISTICAL REPORT

Docusign Envelope ID: 41E75199-FDD4-41AD-9F4D-B97FF0ED856A

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: Energy Smart Colorado, Inc. Work Agreement with Bu

Action Requested: County Manager Signature

Parties to the Agreement: Sawatch Home Efficiency LLC and Gunnison County

Term Begins: 1/1/26 **Term Ends:** **Grant Contract #:**

Summary:

This is the detailed work agreement with Sawatch Home Efficiency LLC through GV-HEAT's relationship with Energy Smart Colorado (ESC) to conduct comprehensive home energy assessments and direct installs in Gunnison and Hinsdale County households.

Fiscal Impact: $15,000

Submitted by: Gesa Michel **Submitter's Email Address:** gmichel@gunnisoncounty.com

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Energy Smart Colorado, Inc. Work Agreement with Building Analysts

Agreement Between Gunnison County – GV-HEAT, Energy Smart Colorado, Inc. and Nick Byk, Sawatch Home Efficiency LLC (Building Analyst)

Through its relationship with Energy Smart Colorado, Gunnison County - GV-HEAT supports comprehensive Home Energy Assessments that help customers make decisions about how to conserve money and energy, increase the comfort, health and safety of their homes, and reduce the environmental impact of their energy use.

Gunnison County - GV-HEAT desires to enter into Work Agreements with Building Analysts who are qualified, prepared and interested in performing these assessments for our community.

By signing this Work Agreement, you understand and agree to comply with the following:

Maintain Current Certification

Building Analyst must be certified as BPI - Building Analyst (BA) Professional, or RESNET Energy Rater with BPI Building Analyst or CAZ testing supplemental training. Building Analyst agrees to maintain the certification during the entirety of 2026.

Uphold Professional Standards

Building Analyst shall provide the highest standards of customer service to the public. Building Analyst shall provide appropriate supervision of employees to ensure the maintenance of these high standards of customer service and professionalism. These standards include:

- Professional representation of the Energy Smart Program to participants
- No smoking in or around the job sites
- No use of legal or illegal mind-altering substances (e.g., marijuana, alcohol, narcotics, etc.) on site or during hours of business
- No use of profane language in or around job sites
- Job sites will be kept clean and tidy for safety and productivity
- Use of proper protection and containment materials to prevent work area dust and debris from entering the rest of the house is required
- Follow best practices and do no harm job site procedures
- Follow current public health protocols established to ensure reduced risk for Building Analyst and customer

In the event that Gunnison County - GV-HEAT finds these standards of customer service are not being met by Building Analyst or its employees, Gunnison County - GV-HEAT may terminate this Agreement, in whole or in part, upon ten (10) days notice to Building Analyst.

Equipment Required

To perform assessments, Building Analyst must agree to own or have access to the following equipment:

- Blower door testing equipment that is maintained with appropriate and current calibration
- Infrared camera that identifies hot and cold spots throughout the home
- BPI-approved combustible gas detector
- A combustion gas analyzer capable of producing carbon monoxide (CO) Air Free (also called undiluted) measurement
- Personal ambient carbon monoxide alarm or ability to monitor ambient CO

Home Energy Assessment Requests

Customer requests for Home Energy Assessments are made by phone or through electronic sign-up on Energy Smart Colorado's website. Upon receipt of a customer request, Gunnison County - GV-HEAT will assign the Home Energy Assessment to a Building Analyst within the territory of the customer's home. Building Analyst will be provided with the customer's name, address, and other pertinent information required for the Building Analyst to schedule and to complete the Home Energy Assessment.

Home Energy Assessment

The Home Energy Assessment shall include:

- Collection of previous 12 months of energy consumption and baseline analysis
- Visual inspection of building envelope features (windows, doors, insulation, ducts) and exterior wall observations
- Description of heating, cooling and ventilation equipment, characteristics and ages
- Description of appliance and lighting characteristics
- Identification of comfort complaints
- Identification of visible moisture issues
- Identification of visible or detectable health and safety issues
- Inspection of attic areas and crawlspaces or basements when accessible
- Utilization of sensor to check gas appliances for gas leaks
    - All accessible gas lines should be checked for leaks as per BPI standards
- Use of thermal scans to highlight air infiltration around electric gaskets, entry door, top plates, can light, fireplaces, and/or windows, and other air leakage locations
- Compliance with *ANSI/BPI 1100-T-2023 Standard Practice Basic Analysis of Buildings* standards for completing an energy audit, including diagnostic testing, infrared imaging, blower door testing, duct leakage testing, and other envelope-related procedures such as physical inspection of insulation and crawlspaces
- Compliance with *ANSI/BPI 1100-T-2023 Standard Practice Basic Analysis of Buildings* for Combustion Appliance Zone testing including worst case draft test, flue gas analysis (when possible), gas leak detection, and flue pipe inspection
- Use of a computer program or other means of numerical analysis to determine and provide energy savings recommendations for the home that have an acceptable savings-to-investment ratio
- Compliance with *BPI-2400-S-2015* standard practice for standardized qualification of whole-house energy savings predictions by calibration to energy use history

Quality Assurance (QA) Reviews and Training

Building Analysts may be asked to participate in a QA review by an Energy Smart Colorado authorized representative at least one time per year. The results of this QA process will be shared with local program staff. If corrective action is required, Energy Smart Colorado reserves the right to suspend assignments until compliance is demonstrated. Building Analysts may be requested to attend an occasional regional training meeting organized by ESC.

Reporting Software

Gunnison County - GV-HEAT and/or Energy Smart Colorado or utility company will provide Building Analyst with access to software and/or indicate the preferred assessment tool to complete the assessment report for the customer.

Payments for Assessments

Building Analyst will collect agreed upon payment for respective community from the customer at the time of the assessment. Additional payment from Partner will be allocated as follows:

Energy Smart Assessments

Building Analyst will be paid between $450 and $500 by Gunnison County – GV-HEAT for Energy Assessment, depending on the utility contribution.

If the household is not an Atmos Energy customer, Building Analyst will collect $50 from the homeowner at the time of the assessment.

ESC Assessments through Town of CB Building Permit Process

Building Analyst will collect $500 from the Town of Crested Butte upon sending energy report to homeowner/contractor and Town of Crested Butte Building Department.

GreenDeed Assessments

Building Analyst will receive $500 from GV-HEAT, once Building Analyst has

- Conducted an Energy Assessment and prepared an energy report through Energy Smart Colorado's software.
- Discussed report with the GV-HEAT Energy Program Manager and decided on actions to be taken and retrofit contractors to be used.
- Prepared a detailed audit form and work order for retrofit contractor.
- Received proposals from retrofit contractor and entered retrofit costs into report.
- Building Analyst is available for questions from homeowner regarding initial report and will discuss measures with homeowner that cannot be covered by the GreenDeed program.

GV-HEAT Energy Program Manager will send report to homeowner, go over proposed measures with homeowner, get proposal from retrofit contractors based on work order, and assist contractor with scheduling.

Direct Install (Quick Fix) Measures during Energy Smart Assessments

Analysts are encouraged to complete direct installations in conjunction with the home energy assessment. Upon submitting the completed assessment report, the analyst will be compensated the following reimbursements. If ESC has provided the Analyst with the Quick Fix materials, the analyst will be reimbursed the **labor costs (indicated in bold)** per measure installed (at no limit of the direct installs completed in each household):

Item	Unit Cost	Labor	Total
LEDs	$ 3.00	**$ 3.00**	$ 6.00
Sink Aerator	$ 4.00	**$ 10.00**	$ 14.00
Pipe Insulation (per 6' segment)	$ 8.00	**$ 10.00**	$ 18.00
Low-Flow Showerhead	$ 10.00	**$ 15.00**	$ 25.00
Programmable Thermostat	$ 125.00	**$ 125.00**	$ 250.00
Weatherstripping (per door)	$ 25.00	**$ 75.00**	$ 100.00
Hot Water Heater Blanket	$ 45.00	**$ 75.00**	$ 120.00
Thermostat Setback		**$ 20.00**	$ 20.00
DHW Setback		**$ 20.00**	$ 20.00

Mileage Reimbursement

For Tri-State households served, analyst travel over 40 miles round trip to complete the home energy assessment can be reimbursed at the current federal IRS mileage rate ($0.725 for 2026.)

Additional charges to / payments made by customer

If the home is larger than 3,000 square feet of conditioned area, the Building Analyst may charge the customer up to $0.05/sq. ft. for the additional conditioned space (up to 6,000 sq. ft.)
If the home is larger than 6,000 square feet of conditioned area, the Building Analyst may charge the customer up to $0.10/sq. ft. for the conditioned space that exceeds 6,000 sq. ft.
If additional quick fix items are installed above the $ allowance, the Analyst may charge the customer for those items that exceed the $ allowance.

Assessment Scheduling and Communication

As a participating Building Analyst in this program, Building Analyst agrees to (please initial or check boxes to note your agreement to the following):

- ☐ Upon receiving the home energy assessment request from Gunnison County - GV-HEAT, contact the customer that has requested an assessment within 72 hours;
- ☐ Provide clear communication to the customer about the scheduled appointment (timeframe, reminders, removal of fireplace ashes, etc.)
- ☐ Complete the home energy assessment within 30 days of the assignment, and
- ☐ Submit the completed assessment report to the customer and Gunnison County - GV-HEAT within 10 business days of completing the assessment.

Documentation/Proof of Updated Equipment Required

If not already on file, Building Analyst must provide Gunnison County - GV-HEAT the following documents

- ☒ Proof of certification by BPI - Building Analyst Professional (BA-P), or RESNET Energy Rater with BPI Building Analyst or CAZ testing supplemental training
  – note certification expiration date and cert #: 11/12/2028 5048864
- ☒ Signed W-9
- ☒ Proof of adequate, current insurance, as noted below
- ☒ Up-to-date (within past three years) calibration certificate for blower door manometer (photo acceptable) *indicate date of calibration:* 3/26/2024
- ☒ FLIR Infrared imaging camera
- ☒ Proof of combustion gas analyzer with CO Air Free or undiluted CO capability
  show equipment or photo – note equipment model: Bacharach 0024-7331
- ☒ BPI-approved combustible gas detector (Meets BPI 1200-S-2017 Standard 7.1.1)
  show equipment or photo – note equipment model: Sensit HXG-2d
- ☒ Personal ambient CO alarm
  show equipment or photo – note equipment model: Sensit P100

☒ *Indicates these items are currently on file and saved in Building Analyst's Salesforce contractor record*

At all times during the term of this Agreement, Building Analyst shall maintain in full force and effect the following insurance:

Insurance Type	Coverage Minimums
☒ Workers Compensation/Worker's Comp Waiver	$500,000
☒ Comprehensive General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
☒ Automobile Liability	$500,000 per occurrence

Independent Contractor

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

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

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.

No Waiver of Governmental Immunity

The parties hereto understand and agree that Gunnison County - GV-HEAT 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 - GV-HEAT of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

The contract, dated 3/3/2026, is effective January 1, 2026 through December 31, 2026.

Signed:

Gunnison County - GV-HEAT signature	Building Analyst signature
	Nicholas Byk
Gunnison County - GV-HEAT	Building Analyst Contact Name
	Sawatch Home Efficiency LLC
	Building Analyst Company/Business Name
	28470 CR 321m Buena Vista, CO 81211
Full Mailing Address, including city, state, zip	Full Mailing Address, including city, state, zip
	bykn@ymail.com
Preferred Email Address	Preferred Email Address
	970-368-3229
Preferred Phone	Preferred Phone
	99-1591660
	Company/Business EIN#

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #4; 24 IBEH 182014; Behavior He

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Behavioral Health Administration

Term Begins: **Term Ends:** **Grant Contract #:** 24 IBEH 18204 - AM4(204156

Summary:

This BHA grant is ending early. The BHA wants us to do an amendment to change the end date.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 2/27/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Contract Amendment #4

Signature and Cover Page

State Agency
Colorado Department of Human Services
Behavioral Health Administration

Contractor
Gunnison County

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2024	$161,928.55

Extension Terms

State Fiscal Year 2025	$181,679.67
7/1/2025 - Amendment Effective Date	Any unspent funds remaining from FY25
Total for All Fiscal Years	$343,608.22

Original Contract Number
24 IBEH 182014

Amendment Contract Number
26 IBEH 204156

Contract Performance Beginning Date
August 29, 2023

Current Contract Expiration Date
Amendment Effective Date

Signature page begins on next page.

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

The Parties Hereto Have Executed This Amendment

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

Contractor	**State of Colorado**
Gunnison County	Jared S. Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
By: Laura Puckett Daniels, Chair of the BOCC	By:
Date: _____	Date: _____

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

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios/
Nina Douglass

Amendment Effective Date:_____

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. Purpose

The purpose of this Contract is to establish/expand services to address local behavioral health care needs along continuum of care, including services for Children, Youth, and Family with severe needs.

The purpose of this Amendment is to close out the Contract. This Amendment updates Exhibit B, Exhibit E, and Exhibit F.

5. Modifications

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

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. REPLACE Exhibit B-4, Budget, with Exhibit B-5, Budget, attached and incorporated by reference.

D. REPLACE Exhibit E-3, Supplemental Provisions for Federal Awards, with Exhibit E-4, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

E. REPLACE Exhibit F-3, SLFRF Subrecipient Provisions, with Exhibit F-4, SLFRF Subrecipient Provisions, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

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

COLORADO
Behavioral Health Administration

EXHIBIT B-5, FY25 & FY26 ANNUAL BUDGET

Capacity Budget Template			
BHA Program	HB22-1281		
Contact Information			
Agency Name	Gunnison County	**Program Contact Name, Title**	Margaret Wacker, Community Health Manager
		Phone	970-641-7913
		Email	mwacker@gunnisoncounty.org
Budget Period	**07/01/2024 - Amendment Effective Date**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project	**Date Completed**	2/13/2026

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES

Personnel Services: Salary/Benefits					Annual Budget
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
					$ -

Personnel Services-Hourly Employees					Annual Budget
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**	**Total Amount Requested from BHA**
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	$ 50.51	$16.25	131.00	$ 8,745.56
Health Navigator - Bilingual	Provides navigation services for whole person health.	$ 30.67	$9.00	952.00	$ 37,765.84
Family Navigator	Provides navigation services for whole person health.	$ 34.51	$15.37	471.00	$ 23,493.48
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	$ 29.58	$9.86	285.00	$ 11,240.40
Parents As Teachers Coordinator	Coordinates and provides PAT services.	$ 46.00	$15.89	390.00	$ 24,137.10
				Total Personnel Services (including fringe benefits)	**$ 105,382.38**

Client Costs				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Client Costs	**$ -**

Contract/Consultants Services (Subawards & Subcontracts)				Annual Budget
Name	**Description of Work**	**Rate**	**Quantity**	**Total Amount Requested from BHA**

TBD	Psycho-education sessions for adolescents and families.	$ 80.00	80	$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	$ 170.00	100	$ 17,000.00
Gunnison RE1J School District	Newcomer Navigation Services	$ 3,500.00	12	$ 42,000.00
			Total Contract Services	**$ 65,400.00**
Occupancy				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Occupancy	**$ -**
Operating				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Computer and Phone Costs	Computer/IT costs for 1.0 FTE is $250/month, phone costs are $125/month.	$ 375.00	12	$ 4,500.00
Meeting Costs	$10/meeting for Network Meetings and Trainings	$ 10.00	12	$ 120.00
			Total Operating	**$ 4,620.00**
Depreciation/Amortization				**Annual Budget**
Item	**Description of Item**			**Total Amount Requested from BHA**
			Total Depreciation/Amortization	**$ -**
Professional Fees				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Professional Fees	**$ -**
Capital Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Capital Costs	**$ -**
			TOTAL DIRECT COSTS (TDC)	**$ 175,402.38**
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
			Subaward in excess of $25,000	$ 17,000.00
			Rent	
			Equipment (over $5000)	
			Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	
			Total Expenses per OMB 2CFR § 200	**$ 17,000.00**
			MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 158,402.38**
Indirect Costs				**Annual Budget**
Item	**Description of Item**		**Percentage**	**Total Amount Requested from BHA**
Indirect Costs	10% Indirect Rate for Gunnison County		10%	$ 15,840.24
			Total Indirect	$ 15,840.24
			Grand Total Expenses	**$ 191,243.00**

Match Requirement Chart: Size of Organization & Award amount		
Match Requirement	**Organization Annual Budget Size**	**Percentage Match Requirement on grant award**
large org.	$20,000,000 or more	5%
small	less than $20,000,000	2.5%
Award of $50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT
5.0%

MATCH AMOUNT REQUIRED **$ 9,562.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	**Annual Budget**
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area*	
***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	$ 9,563.33
Other Funds (Specify below)	
Total Contracts and Grants	$ 9,563.33
Grand Total Revenue Offset	$ 9,563.33
Net Cost	**$ 181,679.67**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit E-4 - Supplemental Provisions for Federal Awards

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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: Gunnison County
   ii. Subrecipient Unique Entity ID number: NSN9FAGKEDJ9
   iii. The Federal Award Identification Number (FAIN) is SLFRP0126
   iv. The Federal award date is May 18, 2021
   v. The subaward period of performance start date is July 1, 2024 and end date is The Amendment Effective Date.
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY25 - FY26 ARPA	$17,269.37	$17,269.37	$17,269.37

   vii. Federal award project description: To establish or expand services along the behavioral healthcare continuum of care, including services for children, youth, and families with severe needs.
   viii. The name of the Federal awarding agency is U.S. Department of Treasury.
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027, name is Coronavirus State and Local Fiscal Recovery Funds and dollar amount is $3,828,761,790.00
   x. This award is not for research & development

xi. 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 CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in Exhibits A, E and F.
3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in Exhibits B, C, and D.
4) Subrecipient's approved indirect cost rate is 10%.
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 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 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
7) Performance and Final Status. Subrecipient shall submit all financial, performance, and other reports to CDHS no later than 30 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.
   i. Subrecipient shall provide matching funds as stated in Exhibit B. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS 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 CDHS 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.

1. Definitions.

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

1.1.1 "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2 Award *does not* include:

1.1.1.2.1 Technical assistance, which provides services in lieu of money;

1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3 Any award classified for security purposes; or

1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2 "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3 "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4 "Unique Entity ID number" or "UEI" is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

1.1.5 "Entity" means:

1.1.5.1 If the source of the funding is a Grant:

1.1.5.1.1 a Non-Federal Entity; or

1.1.5.1.2 a non-profit organization or for-profit organization.

1.1.5.2 If the source of funding is not a Grant:

1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.2.3 a foreign public entity;

1.1.5.2.4 a domestic or foreign non-profit organization;

1.1.5.2.5 a domestic or foreign for-profit organization; and

1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6 "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7 If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8 "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9 "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10 If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11 "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.

1.1.12 "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13 "Nonprofit Organization" means any organization that:

1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2 Is not organized primarily for profit;

1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization's operations; and

1.1.13.4 Is not an IHE.

1.1.14 "OMB" means the Executive Office of the President, Office of Management and Budget.

1.1.15 "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

1.1.16 "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17 "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

1.1.18 "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term Subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal awards directly from a Federal agency.

1.1.19 "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20 "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21 "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

1.1.22 "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23 "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance.

2.1 Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.

3.1 SAM. Contractor/Grantee must obtain a UEI but are not required to fully register in Sam.gov. Contractor/Grantee shall maintain the currency of its information in SAM

until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. Total Compensation.

4.1 Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1 The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2 In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2 $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.

5.1 If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and

Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. Effective Date and Dollar Threshold for Reporting.

6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. Subrecipient Reporting Requirements.

7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.2 To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

- 7.2.1 Subrecipient UEI Number;
- 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 7.2.3 Subrecipient parent's organization UEI Number;
- 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
- 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.3.1 Subrecipient's UEI Number as registered in SAM.

7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Access to Records.

9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

10. Single Audit Requirements.

10.1 If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.3 Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. Contract/Grant Provisions for Subrecipient Contracts.

11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. 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 shall include 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.

11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must 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 Federal Awarding Agency.

11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.9 Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

11.11 Whistle Blower Protections. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

12. Certifications.

12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. Exemptions.

13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2 A Contractor/Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. Event of Default and Termination.

14.1 Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.3 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the

Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.4 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

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

15.2 Close-Out: Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Exhibit End

Exhibit F-4 - SLFRF Subrecipient Provisions Exhibit (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

Table 1: Federal Award(s) Applicable to this Grant Award

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date*	May 18, 2021
Federal Award End Date	December 31, 2026
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Table 2: State Award (if applicable) to this Grant Award

State Statutory Authority	HB24-1466 - Refinance Federal Coronavirus Recovery Funds
State Award Date	July 1, 2024
State Award End Date	The Amendment Effective Date

Appendix 1 To SLFRF Exhibit – Budget Supplement

1. Budget By US Treasury Expenditure Category

2. Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Health Services	$17,269.37
Total			$17,269.37

3. Budget By Function

4. Expenditure Category Modifications

Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.

Appendix 2 To SLFRF Exhibit - Federal Provisions Supplement

1. Applicability of Provisions.

1.1 The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2 The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3 Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's

or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

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

2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

3. Compliance.

3.1 Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2 Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

4.1 SAM. Subrecipient shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2 UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. Total Compensation.

5.1 Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.2 The total Federal funding authorized to date under the Award is $30,000 or more; and

5.3 In the preceding fiscal year, Grantee received:

5.4 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.5 $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.6 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1 If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. Effective Date and Dollar Threshold for Federal Reporting.

7.1 Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2 The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

Grantee shall report as set forth below.

Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

A. EC 1 - Public Health

i. All Public Health Projects

a. Description of structure and objectives

b. Description of relation to COVID-19

c. Identification of impacted and/or disproportionately impacted communities

d. Capital Expenditures

(a) Presence of capital expenditure in project

(b) Total projected capital expenditure

(c) Type of capital expenditure

(d) Written justification

(e) Labor reporting

ii. COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a. Amount of total project used for evidence-based programs

b. Evaluation plan description

iii. COVID-19 Small Business Economic Assistance (1.8)

a. Number of small businesses served

iv. COVID-19 Assistance to Non-Profits (1.9)

a. Number of non-profits served

v. COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a. Sector of employer

b. Purpose of funds

B. EC 2 – Negative Economic Impacts

i. All Negative Economic Impacts Projects

a. Description of project structure and objectives

b. Description of project's response to COVID-19

C. Identification of impacted and/or disproportionately impacted communities

D. Amount of total project used for evidence-based programs and description of evaluation plan (not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)

a. Number of workers enrolled in sectoral job training programs

b. Number of workers completing sectoral job training programs

E. Number of people participating in summer youth employment programs

a. Capital Expenditures

(a) Presence of capital expenditure in project

(b) Total projected capital expenditure

(c) Type of capital expenditure

(d) Written justification

(e) Labor reporting

ii. Household Assistance (2.1-2.8)

a. Number of households served

b. Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)

c. Number of affordable housing units preserved or developed (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)

iii. Healthy Childhood Environments (2.11-2.13)

a. Number of children served by childcare and early learning (Federal guidance may change this requirement in July 2022)

b. Number of families served by home visiting (Federal guidance may change this requirement in July 2022)

iv. Education Assistance (2.14, 2.24-2.27)

a. National Center for Education Statistics ("NCES") School ID or NCES District ID

F. Number of students participating in evidence-based programs (Federal guidance may change this requirement in July 2022)

i. Housing Support (2.15, 2.16, 2.18)

a. Number of people or households receiving eviction prevention services (Federal guidance may change this requirement in July 2022)

b. Number of affordable housing units preserved or developed (Federal guidance may change this requirement in July 2022)

ii. Small Business Economic Assistance (2.29-2.33)

a. Number of small businesses served

G. Assistance to Non-Profits (2.34)

a. Number of non-profits served

ii. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a. Sector of employer

b. Purpose of funds

H. If other than travel, tourism and hospitality (2.36) – description of hardship

I. EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

i. Payroll for Public Health and Safety Employees (EC 3.1)

a. Number of government FTEs responding to COVID-19

ii. Rehiring Public Sector Staff (EC 3.2)

a. Number of FTEs rehired by governments

J. EC 4 – Premium Pay

i. All Premium Pay Projects

K. List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule

a. Numbers of workers served

b. Employer sector for all subawards to third-party employers

c. Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-

exempt workers or those making over 150 percent of the state/county's average annual wage

d. Number of workers to be served with premium pay in K-12 schools

L. EC 5 – Infrastructure Projects

i. All Infrastructure Projects

a. Projected/actual construction start date (month/year)

b. Projected/actual initiation of operations date (month/year)

c. Location (for broadband, geospatial data of locations to be served)

d. Projects over $10 million

(a) Prevailing wage certification or detailed project employment and local impact report

(b) Project labor agreement certification or project workforce continuity plan

(c) Prioritization of local hires

(d) Community benefit agreement description, if applicable

ii. Water and sewer projects (EC 5.1-5.18)

a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)

b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

c. Median Household Income of service area

d. Lowest Quintile Income of the service area

iii. Broadband projects (EC 5.19-5.21)

a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.

(a) If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and

(b) Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

M. Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (Federal guidance may change this requirement in July 2022):

(a) Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

(b) Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

(c) Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households

with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

ii. All Expenditure Categories

N. Program income earned and expended to cover eligible project costs

To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal Agency to Prime Recipient no later than the end of the month following the month in which the Subaward was made.

Subrecipient Unique Entity ID ("UEI");

Subrecipient UEI if more than one electronic funds transfer (EFT) account;

Subrecipient parent's organization UEI;

Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

Subrecipient's UEI as registered in SAM.

Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at

www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

For projects over $10 million:

Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not

provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

Whether the project prioritizes local hires.

Whether the project has a Community Benefit Agreement, with a description of any such agreement.

Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5- SLFRF Reporting Modification Form.

9. Procurement Standards.

9.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2 Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Access to Records.

10.1 A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. Single Audit Requirements.

11.1 If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.3 Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but

records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Grant Provisions For Subrecipient Agreements.

12.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.2 {Applicable to federally assisted construction Agreements.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.4 Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.6 Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.8 Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.9 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.10 Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or

agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. Certifications.

13.1 Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2 Unless prohibited by Federal statutes or regulations, Prime Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2 A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

Event of Default and Termination.

14.3 Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

14.4 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.5 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.6 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.7 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination

conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.8 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.9 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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Department of Human Services
Division of Contracts and Procurement

Appendix 3 To SLFRF Exhibit - Subrecipient Certification Agreement

Agreement with Subrecipient of Federal Recovery Funds

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

_____
Subrecipient Name:

_____
Authorized Representative

_____
Title

_____
Signature

Agreement with Subrecipient of Federal Recovery Funds
Terms and Conditions

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors

described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

    a. Any funds paid to the Subrecipient

        i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

        ii. that are determined by the Treasury Office of Inspector General to have been misused; or

        iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are

a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for Agreement or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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Department of Human Services
Division of Contracts and Procurement

Assurances of Compliance with Civil Rights Requirements
Assurances of Compliance with Title VI of The Civil Rights Act of 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language

assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall notify the OSC with copy to CDHS for visibility, the OSC will report to the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Appendix 4 To SLFRF Exhibit - SLFRF Subrecipient Quarterly Report Requirements

SLFRF Subrecipient Quarterly Report Workbook

The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

Appendix 5 To SLFRF Exhibit - Sample SLFRF Reporting Modifications Form

Grantee	
Grant Agreement Number	
Project Title	
Project Number	
Project Duration - To	
Project Duration - From	
State Agency	

This form serves as notification that there has been a change to the SLFRF reporting requirements set forth in the Agreement.

The following reporting requirements have been (add/remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee/Contractor agrees to and acknowledges the changes to the SLFRF reporting requirements set forth in the existing Agreement. All other terms and conditions of the Agreement, with any approved modifications, remain in full force and effect. Grantee/Contractor shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee	State Agency Grant Manager
Date	Date

DocuSign Envelope ID: 59178DE8-2A63-4F9A-992F-9A16DF27CD0A

v.4.09

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 24 IBEH 182014	**eClearance#:** 2307044
State Agency Colorado Department of Human Services Behavioral Health Administration	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2024 $232,486.00 Extension Terms None Maximum Amount for All Fiscal Years $232,486.00	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2023 **Initial Contract Expiration Date** June 30, 2024 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 4 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: American Rescue Plan Act - C.F.D.A. 21.027	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

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Department of Human Services
Division of Contracts and Procurement

Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. §27-60-502. Law-Specified Vendor Statute (if any): N/A Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): RFP 20230000171
State Representative Summer Gathercole, Deputy Commissioner of Operations, Behavioral Health Administration 710 Ash Street C140, Denver, CO 80246 303-866-2354 | summer.gathercole@state.co.us	**Contractor Representative** Margaret Wacker, Community Health Manager Gunnison County 200 E. Virginia Avenue, Gunnison, CO 81230 970-641-7913| mwacker@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Miscellaneous Provisions
Exhibit D - HIPAA Business Associates Addendum / QSOA
Exhibit E - Supplemental Provisions for Federal Awards
Exhibit F - SLFRF Subrecipient Provisions

Contract Purpose
To establish/expand services to address local behavioral health needs along continuum of care, including services for children, youth, and families with severe needs.

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County DocuSigned by: D907287707 9D4CD... By: Jonathan Houck, Chair of the BOCC Date: 8/24/2023	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director DocuSigned by: Michelle Barnes 44E9E443866A493... By: Michelle Barnes Executive Director, Colorado Department of Human Servic Behavioral Health Administration Date: 8/28/2023
2nd State or Contractor Signature if Needed By: Name & Title of Person Signing for Signatory Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
D2A31DEB619C416...
By:
Andrea Eurich/Toni Williamson

Effective Date: 8/29/2023

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). 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 Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages 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

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then 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, 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 §21 "Sample Option Letter." 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. 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, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, 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 §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. 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 ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. 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 as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

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

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

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

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

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), then 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 and Cover Page for this Contract.

J. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. "Extension Term" means the time period defined in §2.C.

M. "Goods" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§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 Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "Initial Term" means the time period defined in §2.B.

P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

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

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S.. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth in § 24-72-102, et. Seq., C.R.S.

T. "Services" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

U. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

X. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

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

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

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 the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease 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 §21 "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.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 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 at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

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 5 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 Signature and Cover Pages 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 §15 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 Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, 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 if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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, Contractor 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 Contractor and its Subcontractors are not 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 adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT

LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. 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.

B. 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:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. 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.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,

confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. 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.

I. Primacy of Coverage

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

J. Cancellation

The above 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 §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All 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.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

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 section.

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 the 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 of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable

and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, 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.

14. 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 §14.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 CDHS 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.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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.

iii. Assignments and Assistance

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. 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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, 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 information provided by or on behalf of the State to Contractor are 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.

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 section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).
ii. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. 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 the Contract.

N. 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 the Contract and shall be enforceable by the other Party.

O. 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.

P. 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 the Contract, and do not create any rights for such third parties.

Q. 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.

R. 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.

S. 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.

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

U. Indemnification

i. Applicability

This entire §18.U 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 Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,

C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, 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 Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements

between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and

will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

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

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

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

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

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€: 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.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	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** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A - Statement of Work
Children, Youth, and Family Behavioral Health Services Grants

Article 1
Purpose and Target Population

1.1 **Purpose**

In accordance with 27-60-502, C.R.S., the Behavioral Health Administration (BHA) awards grants to local governments, community-based organizations, federally-recognized Indian tribes, local collaborative management programs, local juvenile services planning committees, and nonprofit organizations for programs and services along the behavioral health care continuum in areas of highest need and to address gaps in services, including children-oriented, youth- oriented, and family-oriented behavioral health care services. The purpose of the grant program is to expand or implement services that have been identified as gaps in Child, Youth, and Family (CYF)-oriented behavioral health care and to improve outcomes for individuals served.

1.2 **Target Population**

The target population includes persons eighteen (18) years of age or younger and their families and persons twenty-one (21) years of age or younger who are receiving special education services and their families pursuant to Part 1 of Article 20 of Title 22 s who have behavioral health problems, including parent-child dyads, with acute, complex, and/or severe conditions and needs.

Article 2
Definitions and Acronyms

Administrative Services Organizations (ASO) are organizations contracted by the Behavioral Health Administration to administer and manage regional behavioral health crisis services.

Behavioral Health Administration (BHA) means the Behavioral Health Administration established in section 27-60-203.

Behavioral Health Administrative Services Region means a Behavioral Health Administrative Services Region designated by the BHA Commissioner after consultation with the Department of Health Care Policy and Financing and consideration of the regional structure that serves the Medicaid population.

Behavioral Health-Care Services Assessment Tool means the assessment tool described in section 27-60-502 (1)(c) developed by the BHA to identify regional gaps in behavioral health-care services.

Care Access Point means a location at which a person seeking behavioral health care can receive care coordination.

Community-Based Organization means a nonprofit or for-profit organization that provides behavioral health-care services.

Grant Program means the community behavioral health-care continuum gap grant program established in C.R.S 27-60-502.

Local Education Provider means a school district, a charter school authorized pursuant to part 1 of article 30.5 of Title 22, and Institute charter school authorized pursuant to part 5 of Article 30.5 of title 22, or a Board of Cooperative Services as defined in C.R.S. 22-5-103.

Local Government means a county, municipality, city and county, or local education provider.

Managed Services Organizations (MSO) are organizations designated and contracted by the Behavioral Health Administration to administer and manage a full continuum of SUD prevention, intervention, treatment, recovery, and harm reduction services on a regional basis.

Nonprofit Organization means an organization that is exempt from taxation under Section 501 (c)(3) of the federal "Internal Revenue Code of 1986, as amended.

Regional Accountability Entity (RAE) are organizations in Health First Colorado, Colorado's Medicaid program. They are responsible for coordinating members' care, ensuring they are connected with primary and behavioral health care, and developing regional strategies to serve Colorado Medicaid members.

Statement of Work **(SOW)**

State Court Administrator's Office **(SCAO)**

Article 3
Objectives of Grant

3.1 The Contractor shall provide one or more of the following services related to the following grant objectives outlined below.

a. To expand Child, Youth, and Family (CYF) oriented behavioral health care services.
b. To address identified local behavioral health needs; to establish care access points in each behavioral health administrative services region.
c. To provide care navigation and coordination services.
d. To expand evidence-based or evidence-informed behavioral health treatment, including substance use disorder treatment;

e. To provide intensive outpatient services, including high-fidelity wraparound, youth mobile response, and expanded caregiver interventions.
f. And to fund capital expenditures related to providing the above treatment services.

Article 4
Roles & Responsibilities

4.1 The Grant Application submitted in the RFA shall also serve as a work plan to be used with this SOW and followed upon execution of the contract to monitor the grant project performance The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.

4.2 Contractor will be expected to have the capacity to operationalize the State's contract at signing and implement delivery of services within sixty (60) days of contract execution.

4.3 Contractor shall maintain clear communication with regards to progress on the submitted Grant Application Template Work Plan.

4.4 Contractor shall work with providers to identify ongoing payer sources for these services, to include Medicaid, Medicare, Third-party insurance, etc.

4.5 Contractor shall ensure that any program funded by the grant must comply with the federal "Americans with Disabilities Act of 1990" and serve individuals with a disability, regardless of primary diagnosis, co-occurring conditions, if the individual requires assistance with activities of daily living.

4.6 Contractor shall use the CLAS Standards (https://thinkculturalhealth.hhs.gov/) to help the organization and programs take into account cultural health beliefs, preferred languages, health literacy levels, and communication needs.

4.7 Services shall be provided in English and Spanish.

4.8 Period of Performance

a. Overall grant deadline to expend all funds December 30, 2024. However, renewal of contract is subject to approval by the Program Manager for each state fiscal year as funding allows and compliance to contract performance.
b. State fiscal years end June 30. New fiscal years begin July 1 in which a new contract will be issued (as funding and contract compliance allow) under guidance and direction of the Program Manager.

4.9 **Annual Report.** Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

4.10 **Final Report.** Contractor shall submit an annual report by December 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us

Article 5
Reporting, Deliverables, & Due Dates

5.1 Criteria for Acceptance of Deliverables

a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.
c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 **Deliverables Table**

Deadline	***Article Where Assigned***	***Activity***
Within ten (10) days following each quarter ended September, December, March, and June	**SOW, Article 6.1**	SLFRF Quarterly Report on a template provided by the BHA.
June 15, 2024	**SOW, Article 4.9**	Annual Report
December 15, 2024	**SOW, Article 4.10**	Final Report
Method of Report Delivery (emailed to cdhs_BHAdeliverables@state.co.us		

*****Deadlines occurring after June 30, 2024, are contingent upon contract renewal.*

********Deliverables can be changed administratively.*

Article 6
Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.

Article 7
Capital Project Requirements

7.1 If making capital purchases, the Contractor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

a. Contractor may obtain, or renovate a facility to house the programming, or purchase capital assets under this grant if included in the approved budget.
b. For capital projects or investments exceeding $50,000, Contractor shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract / amendment execution initiating this work by email to cdhs_BHAdeliverables@state.co.us.
c. Contractor shall coordinate monthly progress calls with the BHA Program Manager regarding the project management timeline and any barriers to completing the project on-time.
d. Contractor shall notify BHA Program Manager when the capital project is delayed from the agreed upon project work plan. Contractor must receive approval for initiating next steps with a delayed project work plan. Contract must also revise and receive approval for the work plan to accommodate the change in schedule.
e. Contractor agrees to allow BHA to conduct site visits as necessary.
f. At the end of each state fiscal year, and at final closeout, the contractor shall provide a property inventory report, in a format provided by BHA, within 30 days by email to cdhs_BHAdeliverables@state.co.us.
g. Contractor shall provide proof of acceptance and/or operability of the capital investment prior to receipt of final payment for capital item.
h. During the period of performance, a subrecipient may use property, supplies, or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.
i. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

j. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.
k. If an asset's use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.
l. If an asset's use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items with a per unit fair market value of $5,000 or more at time of disposition.
m. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.
n. The Contractor shall maintain property records for the duration of the award and at minimum three (3) years after final report which at a minimum include:
    i. a description of the property
    ii. a serial number or other identification number
    iii. the source of funding for the property (including the FAIN)
    iv. who holds title
    v. the acquisition date(s)
    vi. cost of the property
    vii. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.
    viii. the location, use and condition of the property.
    ix. Any ultimate disposition data including the date of disposal and sale price of the property.

COLORADO
Behavioral Health Administration

EXHIBIT B, FY24 ANNUAL BUDGET

Capacity Budget Template

BHA Program	Children, Youth, Family Services Grants, HB22-1281

Contact Information

Agency Name	Gunnison County	**Program Contact Name, Title**	Margaret Wacker, Community Health Manager
		Phone	970-641-7913
		Email	mwacker@gunnisoncounty.org
Budget Period	**07/01/2023 - 06/30/2024**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project	**Date Completed**	6/9/2023

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES

Personnel Services: Salary/Benefits					**Annual Budget**
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
					$ -
Personnel Services-Hourly Employees					**Annual Budget**
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Hours on Project**	**Total Amount Requested from BHA**
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	$ 48.00	$15.00	208.00	$ 13,104.00
Health Navigator - Bilingual	Provides navigation services for whole person health.	$ 27.00	$4.00	1040.00	$ 32,236.15
Family Navigator	Provides navigation services for whole person health.	$ 27.81	$4.92	520.00	$ 17,019.60
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	$ 26.47	$8.00	520.00	$ 17,924.92
Parents As Teachers Coordinator	Coordinates and provides PAT services.	$ 26.47	$13.00	520.00	$ 20,524.92
Parents As Teachers Bilingual Facilitator	Provides bilingual PAT services.	$ 26.00	$3.65	520.00	$ 15,418.00
					$ -
				Total Personnel Services (including fringe benefits)	**$ 116,227.59**
Client Costs					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Requested from BHA**
					$ -
				Total Client Costs	**$ -**

Contract/Consultants Services (Subawards & Subcontracts)				Annual Budget
Name	**Description of Work**	**Rate**	**Quantity**	**Requested from BHA**
TBD	Psycho-education sessions for adolescents and families.	$ 80.00	80	$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	$ 170.00	100	$ 17,000.00
Gunnison RE1J School District	Newcomer Navigation Services	$ 4,800.00	12	$ 57,600.00
				$ -
			Total Contract Services	**$ 81,000.00**

Occupancy				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Requested from BHA**
				$ -
			Total Occupancy	**$ -**

Operating				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Requested from**
Computer and Phone Costs	Computer/IT costs for 1.5FTE is $375/month, phone costs are $150/month.	$ 525.00	12	$ 6,300.00
Meeting Costs	$150/meeting for Network Meetings and Training Meetings	$ 150.00	15	$ 2,250.00
				$ -
			Total Operating	**$ 8,550.00**

Depreciation/Amortization		Annual Budget
Item	**Description of Item**	**Total Amount Requested from BHA**
	Total Depreciation/Amortization	**$ -**

Professional Fees				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Professional Fees	**$ -**

Capital Costs				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Renovations	Renovations at Gunnison County Family Serving buildings to increase	$ 2,500.00	10	$ 25,000.00
				$ -
			Total Capital Costs	**$ 25,000.00**

TOTAL DIRECT COSTS (TDC)	**$ 230,777.59**
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200	
Subaward in excess of $25,000	$ 32,000.00
Rent	$ -
Equipment (over $5000)	$ -
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 25,000.00
Total Expenses per OMB 2CFR § 200	**$ 57,000.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 173,777.59**

Indirect Costs			Annual Budget
Item	**Description of Item**	**Percentage**	**Requested from BHA**
Indirect Costs	10% Indirect Rate for Gunnison County	10%	$ 17,377.76
		Total Indirect	$ 17,377.76

Grand Total Expenses	**$**	**248,155.00**

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Requirement on grant award
large org.	$20,000,000 or more	5%
small	less than $20,000,000	2.5%
Award of $50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT		
5.0%		
MATCH AMOUNT REQUIRED	**$**	**12,407.75**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset		Annual Budget
Client Services		
Medicaid Fee for Service Cash	$	-
Medicaid Capitation Encounters	$	-
valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable	$	-
BHA Indigent Encounters**	$	-
3rd Party Insurance Cash Receipts	$	-
Medicare Cash	$	-
Self-Pay/Client Fees	$	-
Cash from other Sources: (Specify below)	$	-
	$	-
	$	-
Total Client Services	$	-
**The rate that your entity is receiving must be used to offset costs in this area*		
***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*		
Matching Funds		
Contracts and Grants		
Non-Governmental Contracts	$	-
Other State Revenue/Accrual	$	-
Federal Grant Funds/Accrual		
Local Funds/Accrual	$	-
Private Grant Funds/Accrual		
Public Support	$	-
Private Support	$	-
In-Kind Donations	$	15,669.00
	$	-
Other Funds (Specify below)	$	-
	$	-
	$	-
Total Contracts and Grants	$	15,669.00
Grand Total Revenue Offset	$	15,669.00
Net Cost	**$**	**232,486.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2023*171.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such

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that normal operations may be resumed.

b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

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K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
4. A copy of this Contract and all its terms and conditions.

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

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III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT D
HIPAA BUSINESS ASSOCIATE / 42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization 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, 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.

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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.

i. 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.

ii. 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.

iii. 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.

d. 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).

e. 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.

f. 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.

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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.

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

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m. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

n. 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

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required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

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ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

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b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

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10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. 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

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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.

    ii. The Associate:
        A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

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B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.
C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.

i. Reserved.

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT E - Supplemental Provisions for Federal Awards

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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**
   ii. Subrecipient Unique Entity ID number: **NSN9FAGKEDJ9**.
   iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**.
   iv. The Federal award date is **May 18, 2021.**
   v. The subaward period of performance start date is **July 1, 2023,** and end date is **June 30, 2024.**
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	**$232,486.00**	**$232,486.00**	**$232,486.00**

   vii. Federal award project description: **To establish/expand services to address local behavioral Health needs along continuum of care, including services for Children, Youth, and Families with severe needs.**
   viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS).
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027**, name is **Coronavirus State and Local Fiscal Recovery Funds,** and dollar amount is **$3,828,761,790**.
   x. This award **not** for research & development.

xi. 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 CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
4) Subrecipient's approved indirect cost rate is **10 %**.
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS 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 Exhibit and **N/A**.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **90** 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**

If a box below is checked, the accompanying provision applies.

i. ☐ Subrecipient is not required to provide matching funds.

ii. X Subrecipient shall provide matching funds as stated in **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS 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 CDHS 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.

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award ***does not*** include:

1.1.1.2.1. Technical assistance, which provides services in lieu of money;

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Unique Entity ID number" or "UEI" is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);

1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

1.1.14. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.1.21.4. Change in present value of defined benefit and actuarial pension plans;

1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient UEI Number;

7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization UEI Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.1.2.1. Subrecipient's UEI Number as registered in SAM.

7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

10.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. 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 shall include 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.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must 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 Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2. A Contractor/Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT F - SLFRF SUBRECIPIENT PROVISIONS (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that

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Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Services	$232,486.00
Total			$232,486.00

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

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1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

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2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

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Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

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

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

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7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

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EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

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EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

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b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

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receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
(1) how the Subrecipient will ensure the project has ready

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access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

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9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

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12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

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15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature: DocuSigned by: D907287707 9D4CD... 8/24/2023

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

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7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

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10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

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an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

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Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

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initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

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investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Transportation Grant Applic

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Transit

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

Summary:

Grant for GCSAPP coalition work and drivers education.

Fiscal Impact: 176,909.70

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Project Information

Project Title:	Gunnison County Youth Impaired Driving Prevention
Emphasis Area:	Impaired Driving Only

Project Abstract (5 Points):

This project addresses impaired driving by working upstream with youth and young adults in Gunnison County to reduce fatal crashes among drivers age 20 and younger, as well as crashes involving alcohol or marijuana. Local data show that individuals under age 35 account for the highest percentage of DUI offenses. By strengthening prevention education for 9th–12th grade students and engaging families, the project aims to influence long-term behaviors and reduce impaired driving among young adults and the broader community. Programming will address alcohol- and marijuana-impaired driving, as well as distracted driving related to phone use. Guided by a prevention science framework, the project leverages the Gunnison County Substance Abuse Prevention Project (GCSAPP) coalition to mobilize diverse community partners in addressing substance use and impaired driving.

Applicant Agency/Organization:	Gunnison County
Applicant/Agency UEI #:	NSN9FAGKEDJ9

Applicant Financial Manager Information

Financial Manager Name:	Jody Wise	Financial Manager Title:	Accountant
Financial Manager Email:	jwise@gunnisoncounty.org	Financial Manager Telephone:	(970) 641-7679
Address:	200 E. Virginia Ave		

Applicant Grant Manager Information

Grant Manager Name:	Emily Mirza	Grant Manager Title:	Juvenile Services Deputy Director
Grant Manager Email:	emirza@gunnisoncounty.org	Grant Manager Telephone:	(970) 642-7396
Address:	200 E. Virginia Ave		

I understand that in order for an agency to receive federal funding, it will be required to provide a UEI #, proof of registration and active record status with System for Award Management (SAM.GOV), and a current Certificate of Insurance. The agency may also be required to provide a Certificate of Good Standing with the Colorado Secretary of State (SOS) and if applicable, Cognizant Agency Indirect Cost Rate Agreement, Travel/Mileage

✔

Data Justification

Please select 1-2 Performance Measures. (Hold down 'Ctrl' to select more than one measure):

Using a minimum of the past three years of safety/crash data, clearly state the specific problem this project will address within the chosen emphasis area. This problem must be supported by crash/safety data and directly linked to the selected performance measures. Law enforcement agencies: crash data must apply to the cities and counties directly served.:

Identified Population

Describe the specific traffic safety challenge(s)/problems(s), the population(s) and behavior the project will serve, including information such as age groups, geographic areas, socio-economic factors, and other relevant community demographics.:

Agency Qualifications/Past Performance

Agency Qualifications/Past Performance (5 points)

Describe agency resources and skills to adequately manage the project. Briefly describe qualifications of staff or plans to train the staff who will work on the proposed project, including fiscal staff. If the project involves direct contact with youth, provide information on how criminal background checks are conducted for paid and volunteer staff.:

Has this project previously Yes

Budget (Section 1 of 3)

Budget Summary

Personnel Services Total:	$72,636.00	Fringe Benefit Costs Total:	$21,034.00
Operating Expenses Total:	$23,300.00	Contractual Services Total:	$42,000.00
Travel Expenses Total:	$1,857.00		

Subtotal Before Indirect Costs:	$160,827.00
Indirect Rate:	
Indirect Cost Totals:	$16,082.70
Capital Equipment Total:	$0.00
Budget Total:	$176,909.70

Description	Total Personnel Cost
Salary Personnel: Juvenile Services Department Deputy Director (10% of annual salary = $11,500) manages key staff, ensures grant deliverable are met, mangers the budget and reporting, and facilitates the GCSAPP Coalition.	$11,500.00
Hourly Personnel: Data Coordinator 10hrs/wk ($46 x 520hrs = $23,920) coordinates data related projects including hotspot mapping, communication with GIS department, GCASPP survey development, administration, and data analysis; Prevention Programs Coordinator 12hrs/wk ($39 x 624 = $24,336) coordinates all youth efforts including the GCSAPP Youth Coalition, high risk night events and supporting the intern, GRASP Coordinator 5hrs/wk ($38 x 260hrs = $9,880) supports with hot spot mapping project and communication with GIS department; Intern 10hrs/month ($25 x 120hrs = $3,000) supports with hot spot mapping project, GCSAPP survey data collection, Youth Coalition and high risk night events .	$61,136.00

Description	Total Fringe Benefit Cost
Salary Personnel: Juvenile Services Department Deputy Director (10% of fringe = $2,650) Hourly Personnel: Data Coordinator 10hrs/wk ($11 x 520hrs = $5,720); Prevention Programs Coordinator 12hrs/wk ($11 x 624 = $6,864), GRASP Coordinator 5hrs/wk ($20 x 260hrs = $5,200); Intern10hrs/month ($5 x 120hrs = $600).	$21,034.00

Budget (Section 2 of 3)

Description	Total Operating Expense Cost
Computer and Phone costs ($2000 x 1 FTE); Data software ($1,700); High Risk Youth Events (12 x $500 = $6,000); Printing ($100 x 12 months = $1,200); Traffic Safety Summit Registration ($50 x 2 staff = $100); Office and Youth Coalition Supplies ($50 x 12 months = $600); Professional Development including alcohol, marijuana, impaired driving, and data education ($1,000); Drivers Education Books ($25 x 80 youth = $2,000); Advertising including Youth Radio Campaign @ $3,000 annually, Adult Don't Blow It Campaign @ $4,500 annually, High Risk Night Event Ads @ $1,200 annually.	$23,300.00

Description	Total Contractual Services Cost
School Based Drivers Education Contractor - provides two 16-week classroom based GEL classes annually and 2 summer GDL courses. Manages youth recruitment, course delivery, and tracking for school credit ($3,500 x 12 months).	$42,000.00

Budget (Section 3 of 3)

Description	Total Travel Cost
Travel to Traffic Safety Summit for 2 staff - 3 nights x 2 staff x $165/night = $990; Gunnison to Denver 450 miles x .70/mile = $315, and meals and incidentals x 3 days x 2 staff = $552.	$1,857.00

Description	Total Capital Equipment Cost

Description	Indirect Cost Percent
10% Indirect Cost	10.00%

Certifications and Assurances

Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 49 CFR, Part 18 and 2 CFR, Chapter I, Chapter II, Part 200 in order to standardize and simplify federal grants.

1) Reports – The Grantee shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.

2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Grantee may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Grantee may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.

3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Grantee due to non-availability of funds, failure of the Grantee to accomplish any of the terms herein, or from any change in the scope or timing of the project.

4) Fiscal Records – Grantee will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Grantee. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.

5) Funding – The Grantee will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Grantee will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.

6) Cost Principles and Grant Management – The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR, Chapter I Chapter II Part 200 and 49 CFR, Part 18 for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.

7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

8) Changes – The Grantee must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.

9) Program Income – CDOT safety programs encourage Grantees to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Grantee with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency matching requirements. The Grantee is responsible for reporting all program income according to federal and state requirements.

10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Grantee shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.

11) Third Party Participants – No contracts or agreements may be entered into by the Grantee related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Grantee will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Grantees. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.

12) Participation by Disadvantaged Business Enterprises – The Grantee agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their Grantees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

13) NONDISCRIMINATION - The Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

•Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21; 49 CFR part 21 Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964); 28 CFR 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964;

•The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

•Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)(prohibit discrimination on the basis of sex);

•Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended,(prohibits discrimination on the basis of disability) and 49 CFR part 27;

•The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

•The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Grantees and contractors, whether such programs or activities are Federally-funded or not);

•Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)(prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100); Executive Order 13985 and Executive Order 13988.

14) Political Activity (HATCH Act) - The Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15) Single Audit –All non-Federal entities that expend $750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace Act (42 U.S.C. 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Grantee and/or any such activity is prohibited in the Grantee's workplace.

18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.

19) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

1. By signing and submitting this proposal, the Grantee is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The Grantee shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The Grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The Grantee further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

7. A participant in a covered transaction may rely upon a certification of a Grantee covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The Grantee certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

21) Certification Regarding Federal Lobbying - The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Grantee agrees to provide the information below upon request for reporting purposes.

• Name of the entity receiving the award;

• Amount of the award;

• Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

• Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

• A unique identifier (generated by Sam.gov);

• The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) $25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

• other relevant information specified by OMB guidance.

23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the Grantee be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.

24) Buy America Act - The Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or Grantee, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, CDOT must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

25) Prohibition on Using Grant Funds to Check for Helmet Usage - CDOT and the Grantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

26) Certification on Conflict of Interest

General Requirements

No employee, officer or agent of CDOT or its Grantee who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its Grantee, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the recipient agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

By checking this box I certify and acknowledge that I have read and understand the above Certification and Assurances as presented in this section of the Application.: ☐

Signature & Submit

Signature

Your authorizing official will need access to the E-Grants System in order to sign and submit this application. Please have your authorizing official complete the access request form if they do not have access to the E-Grants System. Please click Save & Exit if you are not the authorizing official, your authorizing official will need to log in, go to My Grants > All Applications to retrieve this application.

Please be sure to submit your application by the deadline noted in the RFA Guide

I declare under penalty of perjury in the second degree, and any of the applicable state or federal laws, that the statements made and contained under the title Certification and Assurances above are true and complete to the best of my knowledge.

I have read and understood the Reporting and Reimbursement requirements and will comply with these requirements to the best of my knowledge.

Name:	Title:
Email:	Phone:
Address:	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Service Grant Agreement; City of Gunnison;

Action Requested: County Manager Signature

Parties to the Agreement: City of Gunnison

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

Summary:

Funding for Drivers Education and Youth Programming for GCSAPP.

Fiscal Impact: 6,200

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/2/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Docusign Envelope ID: BB2E91EA-95F3-4399-A43D-821DAF2E1219

PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective as dated below is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026, unless sooner terminated or replaced as provided herein.

2. COMPENSATION AND EXPENSES.

(a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Six Thousand Two Hundred Dollars and No Cents ($6,200.00), within thirty (30) days of execution of this Agreement to be used for GCSAPP Youth Programs and Behind the Wheel to accomplish the following objectives by COUNTY:

1) Engage 50 youth in the GCSAPP Youth Coalition by December 30, 2026.

2) Execute at least one prosocial event, program, or campaign by December 30, 2026.

3) Provide Driver's Education to 50 youth and Behind-the-Wheel to 30 youth by December 30, 2026.

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(b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 9 of this Agreement.

(c) CITY reserves the right to amend this Agreement to reduce the contribution stated herein if the 2025 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

(a) COUNTY agrees to acknowledge the financial support of the CITY in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

(b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this Agreement no later than October 31, 2026, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.

(c) COUNTY agrees to demonstrate ongoing efforts to cooperate and collaborate with other community-based organizations and groups.

(d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the CITY).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by

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commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverages required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Five Hundred Five Thousand Dollars and No Cents ($505,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Four Hundred Twenty-One Thousand Dollars and No Cents ($1,421,000.00).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Five Hundred Five Thousand Dollars and No Cents ($505,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Four Hundred Twenty-One Thousand Dollars and No Cents ($1,421,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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

(b) COUNTY acknowledges and agrees that COUNTY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, COUNTY is obligated to pay federal and state income tax on any monies paid to it related to the services.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with COUNTY and, therefore, COUNTY shall not delegate or assign its duties under this Agreement without the prior written consent of CITY which consent CITY 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.

8. NOTICES.

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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:

CITY:	Finance Director City of Gunnison PO Box 239 201 W. Virginia Ave. Gunnison, Colorado 81230 Phone: 970-641-8070
COUNTY:	GUNNISON COUNTY Emily Mirza 200 E. Virginia Ave Gunnison, CO 81230 Email: emirza@gunnisoncounty.org

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.

9. TERMINATION.

Unused funds or funds not used for purposes outlined as objectives in this Agreement shall be returned to the City of Gunnison by the end of the year.

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. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such

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sum as the court may adjudge to be reasonable attorneys' fees and expert witness fees.

12. GOVERNING LAW.

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

13. ENTIRE AGREEMENT.

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

14. COUNTERPARTS; ELECTRONIC TRANSMISSION.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures may be delivered electronically, including by PDF, DocuSign, or other electronic signature platform, and shall have the same force and effect as original handwritten signatures.

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

CITY OF GUNNISON, a Colorado home-rule municipality

ATTEST:

By:_____
Ben Cowan
Finance Director

_____
Erica Boucher
City Clerk

GUNNISON COUNTY

By:_____
Matthew Birnie
County Manager

(SEAL)

ATTEST:

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_____
Deputy Clerk/Secretary
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

This is the Contractor Agreement for the continuation of E-Waste Recycling events at the Recycling Center Location. It has no impact on the County Budget and a benefit to the public.

Fiscal Impact: 0

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/10/2026

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

Comments:
Contains older insurance limits but otherwise legally sufficient. SO 5/10/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/10/2026 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 13th day of March, 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 Mountains to Plains Sustainability Solutions LLC, whose address is 130 Tawanka Trail Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Community E-Waste Recycling Events as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2026, unless sooner terminated or replaced as provided herein. This agreement may be extended annually for up to 4 consecutive years by written agreement by both parties.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Protect the Environment 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 Zero and No/100 U. S. Dollars ($0.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

5. INSURANCE.

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

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars

($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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:	Mountains to Plains Sustainability Solutions LLC 130 Tawanka Trail 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.

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

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: Chase J Cordova

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:
Summary:
Our services provide full operational support, staffing, equipment, and logistics for collection events of any scale. We handle all on-site management, ensure proper sorting and movement of materials, and prepare all collected items for final transport to the Gunnison recycling facility Storage location until we coordinate and provide the final transportation of the material off of the County site.

Staffing Provided:
We supply 2–3 employees at no cost to the customer.
For larger events, additional staffing can be arranged to meet the event's needs.

Equipment Provided:
Flatbed Trailer to support collection event.
Gaylord storage bins for sorting and containment.
Pallets for organized staging and transport of materials.
All equipment supports proper collection, sorting, movement, storage, and transport as needed.

Event Management
We manage and run the event from start to finish.
Our team handles all logistics, operational decisions, and on-site workflow.
We ensure a seamless and professional process for both customers and participants.

Event Material Handling:
We stage all collected materials for movement by the Gunnison Recycling staff.
Materials are organized and prepared to ensure efficient loading and processing.
Coordination of all aspects of final transport of collected items including advance notification of the pickup to the Recycle Center staff.

Gunnison County shall perform and provide the following services:
Summary:
Gunnison County will support the event with a location, equipment to move full boxes, short term weatherproof storage, and loading of the boxes onto final transport.

Provide physical collection location at the Gunnison County Recycle Center.
Assist moving full gaylord boxes and pallets from collection location to the County's covered storage trailer using county equipment suited for the job.
Loading full gaylord boxes from the storage trailer to the contractor's transport vehicle.
*Gunnison County will not staff the collection events, but can assist in initial setup and breakdown.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Energy Smart Colorado, Inc. Work Agreement with Bu

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County - GV-HEAT and Little Foot Building

Term Begins: January 1, 2026 **Term Ends:** **Grant Contract #:**

Summary:

This is the detailed work agreement with Little Foot Building through GV-HEAT's relationship with Energy Smart Colorado (ESC) to conduct comprehensive home energy assessments and direct installs in Gunnison and Hinsdale County households.

Fiscal Impact: Yes

Submitted by: Gesa Michel **Submitter's Email Address:** gmichel@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Energy Smart Colorado, Inc. Work Agreement with Building Analysts

Agreement Between Gunnison County – GV-HEAT, Energy Smart Colorado, Inc. and Andy Tocke, Little Foot Building LLC (Building Analyst)

Through its relationship with Energy Smart Colorado, Gunnison County - GV-HEAT supports comprehensive Home Energy Assessments that help customers make decisions about how to conserve money and energy, increase the comfort, health and safety of their homes, and reduce the environmental impact of their energy use.

Gunnison County - GV-HEAT desires to enter into Work Agreements with Building Analysts who are qualified, prepared and interested in performing these assessments for our community.

By signing this Work Agreement, you understand and agree to comply with the following:

Maintain Current Certification

Building Analyst must be certified as BPI - Building Analyst (BA) Professional, or RESNET Energy Rater with BPI Building Analyst or CAZ testing supplemental training. Building Analyst agrees to maintain the certification during the entirety of 2026.

Uphold Professional Standards

Building Analyst shall provide the highest standards of customer service to the public. Building Analyst shall provide appropriate supervision of employees to ensure the maintenance of these high standards of customer service and professionalism. These standards include:

- Professional representation of the Energy Smart Program to participants
- No smoking in or around the job sites
- No use of legal or illegal mind-altering substances (e.g., marijuana, alcohol, narcotics, etc.) on site or during hours of business
- No use of profane language in or around job sites
- Job sites will be kept clean and tidy for safety and productivity
- Use of proper protection and containment materials to prevent work area dust and debris from entering the rest of the house is required
- Follow best practices and do no harm job site procedures
- Follow current public health protocols established to ensure reduced risk for Building Analyst and customer

In the event that Gunnison County - GV-HEAT finds these standards of customer service are not being met by Building Analyst or its employees, Gunnison County - GV-HEAT may terminate this Agreement, in whole or in part, upon ten (10) days notice to Building Analyst.

Equipment Required

To perform assessments, Building Analyst must agree to own or have access to the following equipment:

- Blower door testing equipment that is maintained with appropriate and current calibration
- Infrared camera that identifies hot and cold spots throughout the home
- BPI-approved combustible gas detector
- A combustion gas analyzer capable of producing carbon monoxide (CO) Air Free (also called undiluted) measurement
- Personal ambient carbon monoxide alarm or ability to monitor ambient CO

Home Energy Assessment Requests

Customer requests for Home Energy Assessments are made by phone or through electronic sign-up on Energy Smart Colorado's website. Upon receipt of a customer request, Gunnison County - GV-HEAT will assign the Home Energy Assessment to a Building Analyst within the territory of the customer's home. Building Analyst will be provided with the customer's name, address, and other pertinent information required for the Building Analyst to schedule and to complete the Home Energy Assessment.

Home Energy Assessment

The Home Energy Assessment shall include:

- Collection of previous 12 months of energy consumption and baseline analysis
- Visual inspection of building envelope features (windows, doors, insulation, ducts) and exterior wall observations
- Description of heating, cooling and ventilation equipment, characteristics and ages
- Description of appliance and lighting characteristics
- Identification of comfort complaints
- Identification of visible moisture issues
- Identification of visible or detectable health and safety issues
- Inspection of attic areas and crawlspaces or basements when accessible
- Utilization of sensor to check gas appliances for gas leaks
    - All accessible gas lines should be checked for leaks as per BPI standards
- Use of thermal scans to highlight air infiltration around electric gaskets, entry door, top plates, can light, fireplaces, and/or windows, and other air leakage locations
- Compliance with *ANSI/BPI 1100-T-2023 Standard Practice Basic Analysis of Buildings* standards for completing an energy audit, including diagnostic testing, infrared imaging, blower door testing, duct leakage testing, and other envelope-related procedures such as physical inspection of insulation and crawlspaces
- Compliance with *ANSI/BPI 1100-T-2023 Standard Practice Basic Analysis of Buildings* for Combustion Appliance Zone testing including worst case draft test, flue gas analysis (when possible), gas leak detection, and flue pipe inspection
- Use of a computer program or other means of numerical analysis to determine and provide energy savings recommendations for the home that have an acceptable savings-to-investment ratio
- Compliance with *BPI-2400-S-2015* standard practice for standardized qualification of whole-house energy savings predictions by calibration to energy use history

Quality Assurance (QA) Reviews and Training

Building Analysts may be asked to participate in a QA review by an Energy Smart Colorado authorized representative at least one time per year. The results of this QA process will be shared with local program staff. If corrective action is required, Energy Smart Colorado reserves the right to suspend assignments until compliance is demonstrated. Building Analysts may be requested to attend an occasional regional training meeting organized by ESC.

Reporting Software

Gunnison County - GV-HEAT and/or Energy Smart Colorado or utility company will provide Building Analyst with access to software and/or indicate the preferred assessment tool to complete the assessment report for the customer.

Payments for Assessments

Building Analyst will collect agreed upon payment for respective community from the customer at the time of the assessment. Additional payment from Partner will be allocated as follows:

Energy Smart Assessments

Building Analyst will be paid between $450 and $500 by Gunnison County – GV-HEAT for Energy Assessment, depending on the utility contribution.

If the household is not an Atmos Energy customer, Building Analyst will collect $50 from the homeowner at the time of the assessment.

ESC Assessments through Town of CB Building Permit Process

Building Analyst will collect $500 from the Town of Crested Butte upon sending energy report to homeowner/contractor and Town of Crested Butte Building Department.

GreenDeed Assessments

Building Analyst will receive $500 from GV-HEAT, once Building Analyst has

- Conducted an Energy Assessment and prepared an energy report through Energy Smart Colorado's software.
- Discussed report with the GV-HEAT Energy Program Manager and decided on actions to be taken and retrofit contractors to be used.
- Prepared a detailed audit form and work order for retrofit contractor.
- Received proposals from retrofit contractor and entered retrofit costs into report.
- Building Analyst is available for questions from homeowner regarding initial report and will discuss measures with homeowner that cannot be covered by the GreenDeed program.

GV-HEAT Energy Program Manager will send report to homeowner, go over proposed measures with homeowner, get proposal from retrofit contractors based on work order, and assist contractor with scheduling.

Direct Install (Quick Fix) Measures during Energy Smart Assessments

Analysts are encouraged to complete direct installations in conjunction with the home energy assessment. Upon submitting the completed assessment report, the analyst will be compensated the following reimbursements. If ESC has provided the Analyst with the Quick Fix materials, the analyst will be reimbursed the **labor costs (indicated in bold)** per measure installed (at no limit of the direct installs completed in each household):

Item	Unit Cost	Labor	Total
LEDs	$ 3.00	**$ 3.00**	$ 6.00
Sink Aerator	$ 4.00	**$ 10.00**	$ 14.00
Pipe Insulation (per 6' segment)	$ 8.00	**$ 10.00**	$ 18.00
Low-Flow Showerhead	$ 10.00	**$ 15.00**	$ 25.00
Programmable Thermostat	$ 125.00	**$ 125.00**	$ 250.00
Weatherstripping (per door)	$ 25.00	**$ 75.00**	$ 100.00
Hot Water Heater Blanket	$ 45.00	**$ 75.00**	$ 120.00
Thermostat Setback		**$ 20.00**	$ 20.00
DHW Setback		**$ 20.00**	$ 20.00

Mileage Reimbursement

For Tri-State households served, analyst travel over 40 miles round trip to complete the home energy assessment can be reimbursed at the current federal IRS mileage rate ($0.725 for 2026.)

Additional charges to / payments made by customer

If the home is larger than 3,000 square feet of conditioned area, the Building Analyst may charge the customer up to $0.05/sq. ft. for the additional conditioned space (up to 6,000 sq. ft.) If the home is larger than 6,000 square feet of conditioned area, the Building Analyst may charge the customer up to $0.10/sq. ft. for the conditioned space that exceeds 6,000 sq. ft. If additional quick fix items are installed above the $ allowance, the Analyst may charge the customer for those items that exceed the $ allowance.

Assessment Scheduling and Communication

As a participating Building Analyst in this program, Building Analyst agrees to (please initial or check boxes to note your agreement to the following):

X Upon receiving the home energy assessment request from Gunnison County - GV-HEAT, contact the customer that has requested an assessment within 72 hours;

X Provide clear communication to the customer about the scheduled appointment (timeframe, reminders, removal of fireplace ashes, etc.)

X Complete the home energy assessment within 30 days of the assignment, and

X Submit the completed assessment report to the customer and Gunnison County - GV-HEAT within 10 business days of completing the assessment.

Documentation/Proof of Updated Equipment Required

If not already on file, Building Analyst must provide Gunnison County - GV-HEAT the following documents

X Proof of certification by BPI - Building Analyst Professional (BA-P), or RESNET Energy Rater with BPI Building Analyst or CAZ testing supplemental training
– note certification expiration date and cert #: HERS ID#6760851 BPI BA-P ID#5008762

X Signed W-9

X Proof of adequate, current insurance, as noted below

X Up-to-date (within past three years) calibration certificate for blower door manometer (photo acceptable) *indicate date of calibration: DG-1000 06/20/22 4 yr calibration, DG-700 05/31/2024 2 yr calibration*

X FLIR Infrared imaging camera

X Proof of combustion gas analyzer with CO Air Free or undiluted CO capability *show equipment or photo – note equipment model: Testo 310*

X BPI-approved combustible gas detector (Meets BPI 1200-S-2017 Standard 7.1.1) *show equipment or photo – note equipment model: Sensit HXG-2d*

X Personal ambient CO alarm *show equipment or photo – note equipment model: Sensit P100, Sensoron Inspector*

☒ *Indicates these items are currently on file and saved in Building Analyst's Salesforce contractor record*

At all times during the term of this Agreement, Building Analyst shall maintain in full force and effect the following insurance:

Insurance Type	Coverage Minimums
X Workers Compensation/Worker's Comp Waiver	$500,000
X Comprehensive General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
X Automobile Liability	$500,000 per occurrence

Independent Contractor

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

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

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.

No Waiver of Governmental Immunity

The parties hereto understand and agree that Gunnison County - GV-HEAT 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 - GV-HEAT of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

The contract, dated February 13, 2026, is effective January 1, 2026 through December 31, 2026.

Signed:

	AT
Gunnison County - GV-HEAT signature	Building Analyst signature
	Andy Tocke
Gunnison County - GV-HEAT	Building Analyst Contact Name
	Little Foot Building LLC
	Building Analyst Company/Business Name
	103 Floresta St. Gunnison CO 81230
Full Mailing Address, including city, state, zip	Full Mailing Address, including city, state, zip
	adtocke@gmail.com
Preferred Email Address	Preferred Email Address
	(970) 596-6700
Preferred Phone	Preferred Phone
	46-1583147
	Company/Business EIN#

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Gunnison County and N

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The is a renewed contract for the Gunnison County Stewardship Coordinator position that is jointly funded by the National Forest Foundation and Gunnison County.

Fiscal Impact: 125,000

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

MEMORANDUM OF UNDERSTANDING
by and between
Gunnison County and National Forest Foundation
for
Gunnison County Stewardship Coordinator Position

INTRODUCTION

This Memorandum of Understanding ("**MOU**") for partnership through ("**Grant**") is made this ___ day of , 2026 by and between the County of Gunnison, Colorado and its governing Board of County Commissioners ("**Board**") and the National Forest Foundation ("**NFF**"). The Gunnison County Sustainable Tourism and Outdoor Recreation (**"STOR"**) Committee, a Gunnison County entity, will serve as a partner for the Gunnison County Stewardship Program as further described herein. Gunnison County and the NFF are referred to collectively as the Parties ("**Parties**") and individually as a Party ("**Party**").

PURPOSE

This MOU describes the mutual understanding and respective responsibilities of the Gunnison County Board, STOR Committee and the NFF for purposes of their partnership to manage the *Gunnison County Stewardship Coordinator* ("**Coordinator**") who shall help implement the *Gunnison County Stewardship Program* ("**Program**"). Further purposes of this MOU are to foster trust, clarify roles, and promote effective cooperation. This cooperation serves the mutual interest of the Parties and the public.

BACKGROUND

Gunnison County
Gunnison County supports the stewardship of its public and conserved lands. The County appreciates the efforts of stewardship organizations and land managers to advance strategic stewardship and sustainable use initiatives across Gunnison County. In order to efficiently and effectively promote stewardship the County recognizes the need for a dedicated position.

Sustainable Tourism and Outdoor Recreation Committee
The STOR Committee is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values. A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The STOR Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economic and outdoor recreation experience while preserving the natural resources of Gunnison County.

National Forest Foundation
The NFF, chartered by Congress, engages Americans in community-based and national programs that promote the health and public enjoyment of the 193-million-acre National Forest System. The NFF believes that communities should play a leading role in determining the future of our National Forests and Grasslands, and thus focuses efforts on connecting these communities, and the people who comprise them, to the tools, knowledge, and funding to become active and devoted stewards of the public estate. In Gunnison County, the NFF manages the *Gunnison County Stewardship Fund* in partnership with the STOR Committee and local business, nonprofit and land management partners. Additionally, the NFF has a broad spectrum of work in partnership with the Gunnison National Forest. The Gunnison County Stewardship Coordinator, in close partnership with the NFF Rocky Mountain Region Program Director, serves as NFF's

representative in Gunnison County and maintains close and mutually beneficial relationships between Gunnison County, NFF, U.S. Forest Service, and other agency and nonprofit conservation partners.

Mutual Benefit

The Parties mutually recognize the opportunity to leverage respective expertise to hire the Coordinator and promote stewardship in Gunnison County and Western Colorado, and are therefore mutually supportive of the Coordinator and Program. Nothing in this MOU shall be construed as creating a joint venture, agency or other legal relationship between Gunnison County and the NFF except as expressly stated in this MOU.

Enforcement of the terms of this MOU and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this MOU 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 NFF receiving services or benefits pursuant to this MOU is an incidental beneficiary only.

AGREEMENTS

1. Position Description
    a. The Parties recognize that the Coordinator will prioritize their time according to an annual work plan agreed upon by both parties. This work plan (Appendix A) will aim to establish a fair balance between Gunnison County and NFF priorities.The Parties agree to review the Coordinator's work plan and subsequent effectiveness after the first year, and to make adjustments if needed to ensure that the position is set up for success in the second year.
    b. The work plan serves as a complement to the Gunnison County Stewardship Coordinator position description (Appendix B), which was reviewed at the onset of this agreement and make adjustments if needed to ensure that the position is set up for success in the second year.

2. Gunnison County's Commitments
    a. Provide a designated point of contact to represent Gunnison County and the STOR Committee for all purposes of Program management.
    b. Work with NFF to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
    c. Provide an office and workspace for the position.
    d. Work closely with NFF to financially support the Coordinator position as described in and subject to the following sections, including:
        i. Receive and process invoices within a timely manner and maintain all required financial documentation from the NFF for preapproved expenses as described in the Grant budget;
        ii. And, reimburse the NFF for preapproved expenses occurred during the invoice period.

3. NFF's Commitments
    a. Support the objectives and defined scope as developed by Gunnison County, NFF, and the STOR Committee.
    b. Recruit, hire, supervise, and manage the Coordinator in close coordination with Gunnison County .
    c. Work with Gunnison County to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
    d. Provide equipment (i.e., laptop, phone), necessary training and other enrichment and professional development opportunities each year of the partnership.
    e. Ensure all related activities and finances are in compliance with Gunnison County requirements and other state and federal regulations as applicable.
        i. Track finances and expenditures related to the Coordinator.

ii. Submit invoices and all required invoice documentation for preapproved expenses as described in the Grant budget to Gunnison County;
iii. Receive reimbursement from Gunnison County for preapproved expenses.

f. Coordinate closely with Gunnison County on any communications, media outreach, content amplification, and messaging.
g. Maintain required insurance in full force and effect during the duration of the Coordinator's position.

FUNDING

Gunnison County, STOR Committee and the NFF commit to following the Position Budget. Parties agree they have reviewed the proposed two-year Position Budget (Appendix C) and agree it reflects all anticipated sources and uses of funds for the Position, and is a reasonable and accurate estimate and expectation.

Parties agree that the total compensation package for the Stewardship Coordinator is $124,800 annually or $249,600 over the two years of this agreement. Gunnison County shall provide funding to the NFF to cover $125,000 for the Coordinator's salary, benefits and fringe. NFF shall invoice Gunnison County for these expenses. The NFF shall provide funding to cover $124,600 for the Coordinator's salary, benefits and fringe.

Parties further agree that Gunnison County reserves the right to reject invoices from the NFF for any and all expenses incurred in excess of budgeted amounts and/or for scope outside of the defined commitment. Parties agrees to make good faith effort to be the best steward of funding partners' support and ensure efficient, effective program and project implementation.

COUNTY FUNDS SUBJECT TO 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 in this Section after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This MOU is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the NFF written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this MOU. 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.

NO WAIVER OF GOVERNMENTAL IMMUNITY

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

TERM and TERMINATION

This MOU takes effect upon the signatures of Gunnison County and the NFF, and shall remain in effect

for a minimum of 2 years from the date of execution or through date of conclusion of the Grant award and implementation period, whichever occurs last. The MOU may be amended upon written request by any of the parties. Any party may terminate this MOU with a 30-day written notice to the other parties.

Failure to honor any of the commitments stated herein may also result in termination of this MOU. In event of early termination, and unless such termination occurs pursuant to the County Funds Subject to Appropriation Section above, payment due will be prorated based on actual costs incurred for performance of Grant work up through date of termination. In event of early termination, Parties agree to work together to minimize negative impacts on any on-going program participants.

This MOU in no way restricts Gunnison County, STOR Committee or the NFF from participating in similar activities with other public or private agencies, organizations, and individuals, or from other grant seeking or collaboration with GOCO.

NOTICE

Any notice, demand, request, consent, approval, or communication that either Party is required to give the other shall be in writing to the PRINCIPAL CONTACTS herein. All Parties may facilitate regular communications via mail, email, in-person, telephone, or other mechanism as deemed appropriate.

PRINCIPAL CONTACTS

GUNNISON COUNTY CONTACT
Martin Schmidt, Assistant County Manager for Public Works, Gunnison County
200 East Virginia Ave
Gunnison, CO 81230
970-641-0044

NFF CONTACT
Joe Lavorini, Rocky Mountain Region Program Director
National Forest Foundation
27 Fort Missoula Road, Suite 3
Missoula, MT 59804-7212
720-670-6254

_____

Laura Puckett-Daniels Date
Chair
Board of County Commissioners, Gunnison County, Colorado

_____

Dieter Fenkart-Froeschl Date
President & CEO
National Forest Foundation

APPENDICES

Appendix A. 2026 Workplan
Appendix B. Gunnison County Stewardship Coordinator Position Description

2026 Gunnison County Stewardship Coordinator Workplan

The following workplan was co-developed by the National Forest Foundation and Gunnison County to align expectations for work outcomes by the Gunnison County Stewardship Coordinator. The workplan serves as an addendum to the Memorandum of Understanding between NFF and Gunnison County, and as a complement to the Gunnison County Stewardship Coordinator position description.

- Represent the National Forest Foundation in Gunnison County through partner development, fundraising, and project management.
- Be the convener and manager of all projects coming in through the Gunnison County Stewardship Program (STOR Committee & National Forest Foundation)
    - Bring STOR together to review funding applications
    - Provide oversight on what projects are best funded through Gunnison County Stewardship Fund and other grant funds
    - Oversee selected projects through the NFF to assure funding is provided and any contracts are established and fulfilled
- Co-manage Great American Outdoors Act projects including Lake Irwin Campground reconstruction, trail maintenance, Horse Ranch Park reconstruction, and other projects that may arise:
    - Lake Irwin Campground reconstruction project. Co-lead procurement and project management with NFF colleagues. Fill in for Kaily while she is on leave to make sure the RFP process goes smoothly and all contractor questions are answered. Serve as the on the ground eyes for the NFF for this project, attending pre-bid visits, contractor visits, and planning visits as needed. Advocate and fund raise for the project through STOR and NFF
    - Trail Maintenance. Manage procurement and project management for non-motorized trails maintenance program of work.
    - Horse Ranch Park. Work with U.S. Forest Service to draft agreements, manage procurement, and oversee project logistics.
- Work with Western Colorado University to develop a Visitor Use Management Strategy and they utilize that strategy to drive decisions and improvement opportunities for the future. This plan should align with the goals of the USFS and their Forest wide plan. It should also account for the other land management groups and identify the priority places for action outside USFS lands.
- Work with the non federal Trail Head improvements committee to implement or develop plans for at least one high priority TH for the summer of 2026. Even coming up with some infrastructure amenities to pilot.
    - Begin conversations with County Public Works for the opportunity to make slight improvements to small ROW pull outs located on county roads, could be as simple as boulders and some gravel, but maybe consider signage to clearly delinate where people should park and what the parking lot is for such as the trail names destination served etc.
- Collaborate with Gunnison County contact on the Wildlife crossings effort and make sure that the $50,000 from the RPI is spent in a way that best complements the other work being

done regarding these crossings. Convene and run meeting with the sub committee to arrive at the best option for the funds

- Work with local USFS staff to better understand their vision/goals for Snodgrass Recreation Emphasis Area or any of the other recreation emphasis areas identified in the GMUG Forest Plan
    - Schedule and coordinate regular quarterly meetings with Gunnison Ranger District staff to review existing partnership efforts and plan for future efforts.
    - Assist in whatever is the most helpful way for gaining support for the USFS and their goals
    - Identify how to align USFS goals with the STOR strategic plan item implement high priority projects that align the recreation emphasis zones identified in the GMUG Forest Wide plan
    - Work to identify and act on the best possible path forward for additional funding support for STOR through the fund raising sub committee.
- Develop a fundraising plan for the Gunnison County Stewardship Fund that includes potential new Fund partners and outreach to those partners.
    - Draft annual Gunnison County Stewardship Fund report.
    - Advertise the accomplishments of the Fund through local media.
    - Pursue opportunity with the LMD Fund

Position Description **Department:** Field Programs **Title:** Gunnison County Stewardship Coordinator **FLSA Status:** Salaried Exempt, Full-Time	National Forest Foundation GUNNISON COUNTY

National Forest Foundation (NFF) is pleased to offer a 2-year term, full-time position that will support stewardship programming, stewardship project development and management, and overall program development in Gunnison County and Western Colorado.

About the NFF: The NFF works with communities and organizations to conserve and enhance the watersheds, wildlife habitat, wild places, and recreational opportunities across the 193-million-acre National Forest System. The NFF seeks to engage all Americans in this work.

About Gunnison County: Gunnison County cherishes its sense of community and place. The County strives to preserve and promote the well-being of the County's citizens, natural environment, and rural character. The County will deliver services and set standards that reflect its values and preserve the region's unique quality of life for present and future generations to enjoy. Gunnison County is governed by an elected three-member Board of County Commissioners serving four-year overlapping terms.

Position Function: The Gunnison County Stewardship Coordinator is employed by the NFF and co-hosted by the NFF and Gunnison County Community and Economic Development Department. This unique position, part of the NFF's Rocky Mountain Region Program in Colorado, jointly reports to the Rocky Mountain Region Program Director at NFF and the Assistant County Manager for Community and Economic Development at Gunnison County. The position is expected to build public land stewardship capacity, providing partnership management and coordination for public lands in Gunnison County and Western Colorado, and support implementation of the Gunnison County Sustainable Tourism and Outdoor Recreation (STOR) Committee, along with Committee logistics. This work requires close coordination with Gunnison County officials, U.S. Forest Service, Bureau of Land Management (BLM), National Park Service (NPS), and other land management agencies, communities, nonprofits, and private sector partners to support Gunnison County and NFF's strategic goals. The Stewardship Coordinator will support partner and community engagement, fundraising, facilitation, and project management for restoration and recreation improvement activities throughout Gunnison County and the Grand Mesa, Uncompahgre, and Gunnison National Forest. The NFF expects the Stewardship Coordinator to develop new funding partnerships with local government, business, and community leaders and work with contractors and partners to support all aspects of project planning and implementation.

Position Duties and Responsibilities: The Gunnison County Stewardship Coordinator will:

- Coordinate with the U.S. Forest Service and partners to implement scopes of work for large-scale recreation improvement and enhancement projects, including campgrounds, trails, trailheads, kiosks, restrooms, and more.
- Lead the advertisement, negotiation, and awarding of multiple contracts for services related to the on-the-ground implementation of recreation infrastructure projects.
- Work directly with contractors, consultants, nonprofit organizations, and agency partners to coordinate the on-the-ground implementation of recreation projects effectively and efficiently.

- Oversee construction projects through their full life cycle - project initiation, planning, managing schedules, tracking budgets, construction site management, quality assurance, and safety. Serve as the NFF's on-the-ground point of contact for daily project management needs.
- Manage service agreements, invoices, and finances for relevant GMUG projects.
- Work with the U.S. Forest Service to help develop, modify, manage, and track large-scale Participating Agreements and Challenge Cost Share Agreements associated with projects.
- Solicit funds from government sources, foundations, corporations, and individuals to support Gunnison County Stewardship Fund and other projects as needed.
- Manage budgets and reporting associated with grants from federal, state, and local government sources, as well as philanthropic support from corporations, foundations, and individuals. Prepare associated grant and funding reports.
- Manage, coordinate, and administer Gunnison County's stewardship and volunteer programs. Provide outreach and communication regarding stewardship programming and efforts.
- Support Sustainable Tourism and Outdoor Recreation (STOR) Committee efforts to further develop County-wide stewardship program that includes land managers, stewardship organizations, stakeholders, and volunteers to maximize impact and outreach.
- Provide coordination, fundraising, and support for the STOR Committee and facilitation of the implementation of the STOR Committee Strategic Plan.
- Pursue alternative funding opportunities to support ongoing development of the Gunnison County STOR Committee stewardship program and Gunnison County Stewardship Fund.
- Maintain close and mutually beneficial relationships between Gunnison County, the NFF, U.S. Forest Service, BLM, NPS and other agencies and nonprofit conservation partners to implement effective stewardship programming and partnerships in Gunnison County and Western Colorado.
- Maintain a breadth of knowledge about current trends, emerging issues, policy interventions, and innovations in the field of conservation programming to enhance Gunnison County and NFF's strategic efficacy.
- Expand the base of private sector and local government supporters and partners by actively pursuing funding opportunities and creating new development and project opportunities that enhance Gunnison County and NFF's strategic initiatives and long-term goals.
- Serve as an NFF point of contact in Western Colorado and stay abreast of emerging conservation efforts, funding initiatives and ways that NFF can engage and build capacity.
- Assist as necessary with the NFF program of work in the Rocky Mountain Region, which may include the management of diverse projects and other assignments.

Education and Qualifications: NFF expects the Gunnison County Stewardship Coordinator to possess the following educational and experiential qualifications:

- Bachelor's degree in natural resources conservation or related field (or equivalent experience).
- A minimum of three (3) years' experience with proven results in project management, conservation programs, and partnership development.
- A strong knowledge of and experience in federal land management policies, procedures, and regulations.
- Knowledge of Gunnison County and Western Colorado natural resource issues – or a willingness to build a working knowledge quickly – is preferred but not required.

- Experience working effectively in collaborative efforts with individuals or groups that have conflicting views of resource management.
- You must be authorized to work in the United States.

Abilities and Skills: NFF expects the Gunnison County Stewardship Coordinator to possess the following proven abilities and skills:

- Ability to work independently, attend meetings (virtual and in person), and manage projects with minimal oversight.
- Ability to represent Gunnison County and the NFF with diverse constituents in a clear and professional manner through excellent written and oral communication skills, and excellent interpersonal skills.
- Ability to work with a wide range of people with differing and sometimes conflicting opinions, and to always maintain neutrality.
- Ability and willingness to travel regularly, work in outdoor conditions and maintain a flexible work schedule, including participation in weekend and evening events.
- Ability to manage programs collaboratively, evaluate outcomes against quantifiable measures of success, develop reports, and clearly communicate program outcomes.
- Ability and willingness to learn Gunnison County and NFF's processes and procedures.
- Ability to manage a variety of projects and tasks, effectively, to successful completion.
- Ability to work well and be flexible in a team-oriented environment.
- Ability and willingness to travel frequently throughout Gunnison County and the Gunnison National Forest as required by position duties.
- Familiarity with ArcGIS online, journal builder, and basic cartography and map design.
- A valid U.S. Driver's License and clean driving record.

Location: The position is located in Gunnison County, Colorado and offers a hybrid work environment allowing some remote work and two days per week in the Gunnison office. The applicant must be able to travel regularly throughout Gunnison County and the Gunnison National Forest and requires reliable internet access.

Compensation: The NFF offers competitive compensation commensurate with candidate skills, experience, and location. Total rewards at NFF, beyond salary, include generous paid time off, employer contributions to health savings accounts, matching funds for retirement, and more. NFF has recently (August 2022) implemented a new compensation program with grade levels as part of our commitment to transparency. The salary range for this position will be in the $63,280 to $85,428 range. Please note that the indicated salary range describes the full range for an incumbent in this position. Most new staff generally start at the beginning of the range percentile to ensure internal salary equity.

To Apply: Applications must include both a cover letter and resume. Incomplete packages will not be considered. Please apply by July 27th. Please visit our careers site to apply online.

The National Forest Foundation is an equal opportunity employer and welcomes a diverse pool of candidates in this search. For more information about the National Forest Foundation, visit the website at: www.nationalforests.org

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MEMORANDUM OF UNDERSTANDING
by and between
Gunnison County and National Forest Foundation
for
Gunnison County Stewardship Coordinator Position affiliated with the Great Outdoors Colorado Stewardship Impact Grant Program of Work

INTRODUCTION

This Memorandum of Understanding ("**MOU**") for partnership through the Great Outdoors Colorado ("**GOCO**") Stewardship Impact Grant Program ("**Grant**") is made this 2nd day of January ~~2023~~ 2024 by and between the County of Gunnison, Colorado and its governing Board of County Commissioners ("**Board**") and the National Forest Foundation ("**NFF**"). The Gunnison County Sustainable Tourism and Outdoor Recreation ("**STOR**") Committee, a Gunnison County entity, will serve as a partner for the Stewardship Impact Grant Program as further described herein. Gunnison County and the NFF are referred to collectively as the Parties ("**Parties**") and individually as a Party ("**Party**").

PURPOSE

This MOU describes the mutual understanding and respective responsibilities of the Gunnison County Board, STOR Committee and the NFF for purposes of their partnership through the GOCO Stewardship Impact Grant to hire a *Gunnison County Stewardship Coordinator* ("**Coordinator**") who shall help implement the *Gunnison County Stewardship Program* ("**Program**"). Further purposes of this MOU are to foster trust, clarify roles, and promote effective cooperation. This cooperation serves the mutual interest of the Parties and the public.

BACKGROUND

Gunnison County
Gunnison County supports the stewardship of its public and conserved lands. The County appreciates the efforts of stewardship organizations and land managers to advance strategic stewardship and sustainable use initiatives across Gunnison County.

Sustainable Tourism and Outdoor Recreation Committee
The STOR Committee is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values. A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The STOR Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economic and outdoor recreation experience while preserving the natural resources of Gunnison County.

National Forest Foundation
The NFF, chartered by Congress, engages Americans in community-based and national programs that promote the health and public enjoyment of the 193-million-acre National Forest System. The NFF believes that communities should play a leading role in determining the future of our National Forests and Grasslands, and thus focuses efforts on connecting these communities, and the people who comprise them, to the tools, knowledge, and funding to become active and devoted stewards of the public estate. In Gunnison County, the NFF is coordinating the *Gunnison County Stewardship Fund* in partnership with the STOR Committee and local business, nonprofit and land management partners.

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Mutual Benefit

The Parties mutually recognize the opportunity to leverage resources from GOCO and other sources, and to leverage respective expertise to hire the Coordinator and promote stewardship in Gunnison County and Western Colorado, and are therefore mutually supportive of the Coordinator and Program. Nothing in this MOU shall be construed as creating a joint venture, agency or other legal relationship between Gunnison County and the NFF except as expressly stated in this MOU.

Enforcement of the terms of this MOU and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this MOU 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 NFF receiving services or benefits pursuant to this MOU is an incidental beneficiary only.

AGREEMENTS

1. Position Description
   a. The Parties recognize that the Coordinator will spend approximately 60% of his or her time on projects within Gunnison County.
   b. The Parties agree to review the Coordinator's role and effectiveness after the first year, and to make adjustments if needed to ensure that the position is set up for success.

2. Gunnison County's Commitments
   a. Provide a designated point of contact to represent Gunnison County and the STOR Committee for all purposes of Program management.
   b. Work with NFF to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
   c. Provide an office and workspace for the position.
   d. Work closely with NFF to financially support the Coordinator position as described in and subject to the following sections, including:
      i. Receive and process invoices within a timely manner and maintain all required financial documentation from the NFF for preapproved expenses as described in the Grant budget;
      ii. And, following associated payment from GOCO, reimburse the NFF for preapproved expenses occurred during the invoice period.

3. NFF's Commitments
   a. Support the objectives and defined scope of the Grant and Project as developed by Gunnison County and the STOR Committee.
   b. Recruit, hire, supervise and manage the Coordinator in close coordination with Gunnison County and the STOR Committee.
   c. Work with Gunnison County and STOR Committee to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
   d. Provide equipment (i.e., laptop, phone), necessary training (e.g., wilderness first aid, chainsaw or crosscut saw, facilitation and other NFF-specific training), and other enrichment and professional development opportunities each year of the grant period.
   e. Ensure all related activities and finances are in compliance with Gunnison County requirements, GOCO requirements, and other state and federal regulations as applicable.
      i. Track finances and expenditures related to the Coordinator.
      ii. Submit invoices and all required invoice documentation for preapproved expenses as described in the Grant budget to Gunnison County;
      iii. Receive reimbursement from Gunnison County following payment by GOCO for preapproved expenses.
   f. Coordinate closely with Gunnison County and STOR Committee on all communications,

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media outreach, content amplification, and messaging.

g. Maintain required insurance in full force and effect during the duration of the Coordinator's position.

FUNDING

Gunnison County, STOR Committee and the NFF commit to following the Project Budget as defined within the Grant. Parties agree they have reviewed the proposed two-year Project Budget and agree it reflects all anticipated sources and uses of funds for the Project, and is a reasonable and accurate estimate and expectation.

Parties agree that, over the first two years of the position, Gunnison County and STOR Committee shall provide funding to the NFF to cover $120,000 for the Coordinator's salary, benefits and fringe above and beyond the funds provided by committed by other entities in the Project Budget. NFF shall invoice Gunnison County for these expenses in alignment with the Project Budget.

Parties further agree that Gunnison County reserves the right to reject invoices from the NFF for any and all expenses incurred in excess of budgeted amounts and/or for scope outside of the defined commitment. Parties agrees to make good faith effort to be the best steward of GOCO and other funding partners' support and ensure efficient, effective program and project implementation.

Further, all funding is contingent upon commitment and release of Grant award funds. In the event GOCO does not or cannot fulfill budgeted Grant funding, Gunnison County is not liable for payments to the NFF beyond those which Gunnison County has already approved for payment.

COUNTY FUNDS SUBJECT TO 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 in this Section after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This MOU is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the NFF written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this MOU. 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.

NO WAIVER OF GOVERNMENTAL IMMUNITY

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

TERM and TERMINATION

This MOU takes effect upon the signatures of Gunnison County and the NFF, and shall remain in effect for a minimum of 3 years from the date of execution or through date of conclusion of the Grant award and implementation period, whichever occurs last. The MOU may be amended upon written request by any of

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the parties. Any party may terminate this MOU with a 30-day written notice to the other parties.

Failure to honor any of the commitments stated herein may also result in termination of this MOU. In event of early termination, and unless such termination occurs pursuant to the County Funds Subject to Appropriation Section above, payment due will be prorated based on actual costs incurred for performance of Grant work up through date of termination. In event of early termination, Parties agree to work together to minimize negative impacts on any on-going program participants.

This MOU in no way restricts Gunnison County, STOR Committee or the NFF from participating in similar activities with other public or private agencies, organizations, and individuals, or from other grant seeking or collaboration with GOCO.

NOTICE

Any notice, demand, request, consent, approval, or communication that either Party is required to give the other shall be in writing to the PRINCIPAL CONTACTS herein. All Parties may facilitate regular communications via mail, email, in-person, telephone, or other mechanism as deemed appropriate.

PRINCIPAL CONTACTS

GUNNISON COUNTY CONTACT
Cathie Pagano, Director, Gunnison County
Office of Community & Economic Development
221 N. Wisconsin St.
Gunnison, CO 81230
970-641-0360

NFF CONTACT
Joe Lavorini, Rocky Mountain Region Program Director
National Forest Foundation
27 Fort Missoula Road, Suite 3
Missoula, MT 59804-7212
720-670-6254

1/2/24

Signatory: Date
Title: CHAIRPERSON
Board of County Commissioners, Gunnison County, Colorado

DocuSigned by:
Mary Mitsos
18384F068BD14D0...
12/14/2023

Mary Mitsos Date
President & CEO
National Forest Foundation

APPENDICES

Gunnison County Stewardship Coordinator Position Description

Position Description **Department:** Field Programs **Title:** Gunnison County Stewardship Coordinator **FLSA Status:** Salaried Exempt, Full-Time	National Forest Foundation Gunnison County COLORADO

National Forest Foundation (NFF) is pleased to offer a regular, full-time position that will support stewardship programming, stewardship project development and management, and overall program development in Gunnison County and Western Colorado. This position is currently funded for two years.

About the NFF: The NFF works with communities and organizations to conserve and enhance the watersheds, wildlife habitat, wild places, and recreational opportunities across the 193-million-acre National Forest System. The NFF seeks to engage all Americans in this work.

About Gunnison County: Gunnison County cherishes its sense of community and place. The County strives to preserve and promote the well-being of the County's citizens, natural environment, and rural character. The County will deliver services and set standards that reflect its values and preserve the region's unique quality of life for present and future generations to enjoy. Gunnison County is governed by an elected three-member Board of County Commissioners serving four-year overlapping terms.

Position Function: The Gunnison County Stewardship Coordinator is employed by the NFF and hosted by the Gunnison County Community and Economic Development Department. This unique position, part of the NFF's Rocky Mountain Region Program in Colorado, jointly reports to the Rocky Mountain Region Senior Manager at NFF and the Assistant County Manager for Community and Economic Development at Gunnison County. The position is expected to build public land stewardship capacity, providing partnership management and coordination for public lands in Gunnison County and Western Colorado, and support implementation of the Gunnison County Sustainable Tourism and Outdoor Recreation (STOR) Committee, along with Committee logistics. The position is responsible for fundraising, development, recruitment, supervision, and management of the Sustainable Tourism and Outdoor Recreation (STOR) Corps of approximately five seasonal employees.

Position Duties and Responsibilities: The Gunnison County Stewardship Coordinator will:

- Manage, coordinate, and administer Gunnison County's stewardship and volunteer programs. Provide outreach and communication regarding stewardship programming and efforts.
- Support Sustainable Tourism and Outdoor Recreation (STOR) Committee efforts to further develop County-wide stewardship program that includes land managers, stewardship organizations, stakeholders, and volunteers to maximize impact and outreach.
- Recruit, hire, and manage a seasonal conservation STOR Corps of approximately 5 members. Coordinate logistics (scheduling, vehicles, tools, and equipment) and develop seasonal workplans, tracking mechanisms, and documentation for the field season. Projects to include: public outreach (hosting trailhead outreach), trail maintenance, fence repair, install campground amenities, tree planting, riparian restoration, and other stewardship activities.
- Provide coordination, fundraising, and support for the STOR Committee.
- Pursue alternative funding opportunities to support ongoing development of the Gunnison County STOR Committee stewardship program and Gunnison County Stewardship Fund.
- Maintain close and mutually beneficial relationships between Gunnison County, the NFF, U.S. Forest Service, BLM, NPS and other agencies and nonprofit conservation partners to implement

effective stewardship programming and partnerships in Gunnison County and Western Colorado.

- Maintain a breadth of knowledge about current trends, emerging issues, policy interventions, and innovations in the field of conservation programming to enhance Gunnison County and NFF's strategic efficacy.
- Expand the base of private sector and local government supporters and partners by actively pursuing funding opportunities and creating new development and project opportunities that enhance Gunnison County and NFF's strategic initiatives and long-term goals.
- Serve as an NFF point of contact in Western Colorado and stay abreast of emerging conservation efforts, funding initiatives and ways that NFF can engage and build capacity.
- Assist as necessary with the NFF program of work in the Rocky Mountain Region, which may include the management of diverse projects and other assignments.

Education and Qualifications: NFF expects the Gunnison County Stewardship Coordinator to possess the following educational and experiential qualifications:

- Bachelor's degree in natural resources conservation or related field (or equivalent experience).
- A minimum of three (3) years' experience with proven results in project management, conservation programs, and partnership development.
- A strong knowledge of and experience in federal land management policies, procedures, and regulations.
- Knowledge of Gunnison County and Western Colorado natural resource issues – or a willingness to build a working knowledge quickly – is preferred but not required.
- Experience working effectively in collaborative efforts with individuals or groups that have conflicting views of resource management.
- You must be authorized to work in the United States.

Abilities and Skills: NFF expects the Gunnison County Stewardship Coordinator to possess the following proven abilities and skills:

- Ability to work independently, attend meetings (virtual and in person), and manage projects with minimal oversight.
- Ability to represent Gunnison County and the NFF with diverse constituents in a clear and professional manner through excellent written and oral communication skills, and excellent interpersonal skills.
- Ability to work with a wide range of people with differing and sometimes conflicting opinions, and to always maintain neutrality.
- Ability and willingness to travel regularly, work in outdoor conditions and maintain a flexible work schedule, including participation in weekend and evening events.
- Ability to manage programs collaboratively, evaluate outcomes against quantifiable measures of success, develop reports, and clearly communicate program outcomes.
- Ability and willingness to learn Gunnison County and NFF's processes and procedures.
- Ability to manage a variety of projects and tasks, effectively, to successful completion.
- Ability to work well and be flexible in a team-oriented environment.
- Ability and willingness to travel frequently throughout Gunnison County and the Gunnison National Forest as required by position duties.
- Familiarity with ArcGIS online, journal builder, and basic cartography and map design.
- A valid U.S. Driver's License and clean driving record.

Location: The position is located in Gunnison County, Colorado and offers a hybrid work environment allowing some remote work and two days per week in the Gunnison office. The applicant must be able to travel regularly throughout Gunnison County and the Gunnison National Forest and requires reliable internet access.

The National Forest Foundation is an equal opportunity employer and welcomes a diverse pool of candidates in this search. For more information about the National Forest Foundation, visit the website at: www.nationalforests.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: ConsensusDocs 495; Design-Build Change Order 1, 2,

Action Requested: County Manager Signature

Parties to the Agreement: Adena Corp

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

Summary:

The shop was contracted with the septic, well, and HVAC scopes excepted so we could begin construction in the fall and complete design of those systems later. Attached are the final change orders to complete construction of the shop. The shop will be geothermal in alignment with our building

Fiscal Impact: 632796.73

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

ConsensusDocs® 495
DESIGN-BUILD CHANGE ORDER

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CONTENT SECURE ID: 5412BB5F-64CB

ConsensusDocs® 495

DESIGN-BUILD CHANGE ORDER

(Where the Basis of Payment of the Design-Build Agreement is the Cost of Work Plus a Fee with a Guaranteed Maximum Price)



Owner:
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Design-Builder:
Adena Corporation
234 N. Main St. 3C-1
Gunnison, CO 81230

Project: Gunnison Landfill Maintenance Building

Date of Agreement: September 26, 2025

Change Order No. 01

Change Order Date: March 6, 2026

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CONTENT SECURE ID: 5412BB5F-64CB

Section I Describe the Work: PCO #10 – Design and inspection of new septic system; PCO #04 – Installation of new septic system; PCO #05 – Power to new septic system equipment

Section II

A. ADJUSTMENT TO GMP

Original GMP:	$1,576,086.00
Previous Change Orders:	$0.00
This Change Order:	$39,218.61
New GMP:	$1,615,304.61

B. ADJUSTMENT TO CONTRACT TIME

x Contract Time is Unchanged.
[_____] Contract Time is Adjusted.

Original Date of Substantial Completion: March 13, 2026

Previous Change Orders N/A: 0 Days

This Change Order: 0 Days

New Date of Substantial Completion: March 13, 2026

Upon the execution of this document by both Parties, the Agreement is modified by, but only to the extent of, this Change Order, which becomes a part of the Contract Documents and is subject to the terms and conditions of the Agreement. The Design-Builder is directed to make the change in the Work described above. The Design-Builder shall keep accurate records of the services, labor and materials used to perform the described Work and shall include the cost of such change in its next application for payment in a separate line item.

DESIGN-BUILDER:

By: _____

Title: Director of Project Management - Colorado

Date: _____

OWNER:

By: _____

Title: Assistant County Manager for Operations & Sustainability

Date: _____

END OF DOCUMENT.

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ConsensusDocs® 495
DESIGN-BUILD CHANGE ORDER

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CONTENT SECURE ID: 3CE0DAF6-49D3

ConsensusDocs® 495

DESIGN-BUILD CHANGE ORDER

(Where the Basis of Payment of the Design-Build Agreement is the Cost of Work Plus a Fee with a Guaranteed Maximum Price)



Owner:
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Design-Builder:
Adena Corporation
234 N. Main St. 3C-1
Gunnison, CO 81230

Project: Gunnison Landfill Maintenance Building

Date of Agreement: September 26, 2025

Change Order No. 02

Change Order Date: March 6, 2026

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CONTENT SECURE ID: 3CE0DAF6-49D3

Section I Describe the Work: PCO #11 – Building HVAC and Geothermal systems and PCO #08 – Trenching and backfill of geothermal piping.

Section II

A. ADJUSTMENT TO GMP

Original GMP:	$1,576,086.00
Previous Change Orders:	$39,218.61
This Change Order:	$526,674.80
New GMP:	$2,141,979.41

B. ADJUSTMENT TO CONTRACT TIME

[_____] Contract Time is Unchanged.
X Contract Time is Adjusted.

Original Date of Substantial Completion: March 13, 2026

Previous Change Orders N/A: 0 Days

This Change Order: 89 Days

New Date of Substantial Completion: May 31, 2026

Upon the execution of this document by both Parties, the Agreement is modified by, but only to the extent of, this Change Order, which becomes a part of the Contract Documents and is subject to the terms and conditions of the Agreement. The Design-Builder is directed to make the change in the Work described above. The Design-Builder shall keep accurate records of the services, labor and materials used to perform the described Work and shall include the cost of such change in its next application for payment in a separate line item.

DESIGN-BUILDER:

By: _____

Title: Director of Project Management - Colorado

Date: _____

OWNER:

By: _____

Title: Assistant County Manager for Operations & Sustainability

Date: _____

END OF DOCUMENT.

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CONTENT SECURE ID: 3CE0DAF6-49D3

ConsensusDocs® 495
DESIGN-BUILD CHANGE ORDER

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CONTENT SECURE ID: 433AEE7F-ADD3

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DESIGN-BUILD CHANGE ORDER

(Where the Basis of Payment of the Design-Build Agreement is the Cost of Work Plus a Fee with a Guaranteed Maximum Price)



Owner:
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Design-Builder:
Adena Corporation
234 N. Main St. 3C-1
Gunnison, CO 81230

Project: Gunnison Landfill Maintenance Building

Date of Agreement: September 26, 2025

Change Order No. 03

Change Order Date: March 6, 2026

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CONTENT SECURE ID: 433AEE7F-ADD3

Section I Describe the Work: PCO #12 – Drill new water well and PCO #14 – Bring water into the building.

Section II

A. ADJUSTMENT TO GMP

Original GMP:	$1,576,086.00
Previous Change Orders:	$565,893.41
This Change Order:	$66,903.32
New GMP:	$2,208,882.73

B. ADJUSTMENT TO CONTRACT TIME

X Contract Time is Unchanged.
[_____] Contract Time is Adjusted.

Original Date of Substantial Completion: March 13, 2026

Previous Change Orders: 89 Days

This Change Order: 0 Days

New Date of Substantial Completion: May 31, 2026

Upon the execution of this document by both Parties, the Agreement is modified by, but only to the extent of, this Change Order, which becomes a part of the Contract Documents and is subject to the terms and conditions of the Agreement. The Design-Builder is directed to make the change in the Work described above. The Design-Builder shall keep accurate records of the services, labor and materials used to perform the described Work and shall include the cost of such change in its next application for payment in a separate line item.

DESIGN-BUILDER:

By: _____

Title: Director of Project Management - Colorado

Date: _____

OWNER:

By: _____

Title: Assistant County Manager for Operations & Sustainability

Date: _____

END OF DOCUMENT.

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CONTENT SECURE ID: 433AEE7F-ADD3

ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs® 410.1

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN BUILDER

(Where the Basis of Payment is the Cost of the Work Plus a Fee with a GMP)

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CONTENT SECURE ID: C3C4A745-B601
CONTENT SECURE ID: 81AF727E-1A00

AMENDMENT NO. 1 TO CONSENSUSDOCS® 410

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER

(Where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price)

Pursuant to Section 3.2 of the Agreement dated 9/26/2025.between the Owner, Gunnison County, and the Design-Builder, Adena Corporation, for Gunnison Landfill Maintenance Building (the Project), the Owner and the Design-Builder desire to establish a Guaranteed Maximum Price (GMP) for the Work. Therefore, the Owner and the Design-Builder agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Design-Builder's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Design-Builder's Fee as set forth in Section 7.3, is One Million Five Hundred Seventy Six Thousand Eighty-Six Dollars ($1,576,086.00).

DESIGN-BUILDER'S Fee: Design-Builder's Fee shall be the cost of the work plus 5%

The GMP is for the performance of the Work in accordance with the documents listed below, which are part of the Agreement.

Exhibit A x - Drawings and Specifications, including Addenda, if any, dated 9/26/2025, 1 page.
~~Exhibit B [_____] - Allowance Items, dated [_____], [_____] pages.~~
Exhibit C x - Assumptions and Clarifications, dated 9/26/2025, 1 page.
Exhibit D x - Schedule of Work, dated 9/26/2025, 2 pages.
~~Exhibit E [_____] - Alternate Prices, dated [_____] [_____] pages.~~
~~Exhibit F [_____] - Unit Prices, dated [_____], [_____] pages.~~
~~Exhibit G [_____] - Additional Services included, dated [_____], [_____] pages.~~

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is March 13, 2026.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: April 13, 2026 or within Thirty (30) days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of September 26, 2025.

ATTEST: _____

OWNER: Gunnison County

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CONTENT SECURE ID: C3C4A745-B601
CONTENT SECURE ID: 81AF727E-1A00

BY: 

PRINT NAME: Laura Puckett Daniels PRINT TITLE: County Commissioner, Gunnison County

ATTEST: _____

DESIGN-BUILDER: Adena Corporation

BY: _____

PRINT NAME: Josh Darling PRINT TITLE: Senior Vice President, Adena Corporation

END OF DOCUMENT.

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CONTENT SECURE ID: 81AF727E-1A00

ADENA CORPORATION
1310 W. Fourth Street • Mansfield, OH 44906
P: 419-529-4456 • F: 419-529-4288
www.adenacorporation.com

Exhibit "A" Drawings and Specifications

Date: 9/26/2025

DRAWINGS — Gunnison County Landfill Maintenance Building

SHEET NUMBER	DESCRIPTION	DATE	Revisions
GENERAL			
G000	COVER SHEET	8/5/2025	
G101	CODE INFORMATION, OCCUPANCY AND LIFE SAFETY PLAN	8/5/2025	
G301	MOUNTING HEIGHTS, PARTITION DETAILS AND SCHEDULE	8/5/2025	
ARCHITECTRUAL			
A101	OVERALL NEW WORK FLOOR PLAN	8/5/2025	
A102	NEW WORK PLAN AND RCP-MEZZANINE	8/5/2025	
A103	NEW WORK PLAN - ROOF	8/5/2025	
A201	REFLECTED CEILING PLAN	8/5/2025	
A301	EXTERIOR ELEVATIONS	8/5/2025	
A401	BUILDING SECTIONS	8/5/2025	
A402	BUILDING SECTIONS	8/5/2025	
A451	EXTERIOR DETAILS	8/5/2025	
A452	FOUNDATION DETAILS	8/5/2025	
A701	INTERIOR ELEVATIONS	8/5/2025	
A702	INTERIOR ELEVATIONS	8/5/2025	
A801	INTERIOR DETAILS	8/5/2025	
A901	DOOR, WINDOW & FRAME SCHEDULES, TYPES, & DETAILS	8/5/2025	
I101	FINISH SCHEDULE, FLOOR AND WALL FINISH PLANS	8/5/2025	
CIVIL			
SP-01	SITE IMPROVEMENT PLAN	8/6/2025	
CG-01	GRADING & DRAINAGE PLAN	8/6/2025	
UT-01	UTILITY PLAN	8/6/2025	
DT-01	STANDARD DETAILS	8/6/2025	
ELECTRICAL			
E-S01	ELECTRICAL SITE PLAN	8/5/2025	
E-101	ELECTRICAL NEW WORK PLAN	8/5/2025	
E201	LIGHTING NEW WORK PLAN	8/5/2025	
E600	ELECTRICAL SCHEDULES	8/5/2025	
E601	ELECTRICAL SCHEDULES	8/5/2025	
E900	ELECTRICAL SPECIFICATIONS	8/5/2025	
MECHANICAL			
M50	MECHANICAL SPECIFICATIONS	8/5/2025	
M101	MECHANICAL NEW WORK PLAN	8/5/2025	
M600	MECHANICAL SYMBOLS AND SCHEDULES	8/5/2025	
PLUMBING			
P101	PLUMBING NEW WORK PLAN	8/5/2025	
P600	PLUMBING SYMBOLS AND SCHEDULES	8/5/2025	
STRUCTURAL			
S100	GENERAL NOTES	8/5/2025	
S101	SCHEDULES	8/5/2025	
S200	FOUNDATION PLAN	8/5/2025	
S201	MEZZANINE FRAMING PLAN	8/5/2025	
S202	ROOF FRAMING PLAN	8/5/2025	
S300	FOUNDATION SECTIONS	8/5/2025	
S301	FOUNDATION SECTIONS	8/5/2025	
S400	FRAMING SECTIONS	8/5/2025	

ADENA CORPORATION
1310 W. Fourth Street • Mansfield, OH 44906
P: 419-529-4456 • F: 419-529-4288
www.adenacorporation.com

Exhibit "C" Gunnison County Landfill Maintenance Building

Date: 9/26/2025

Assumptions and Clarifications
1.) We have EXCLUDED any local & State building permits and inspection costs, with the exception of Electrical and Plumbing.
2.) We have EXCLUDED any fees or costs for Internet provider and Telephone service.
3.) We have EXCLUDED all work associated with the Geothermal Heat system, including drilling, excavation, piping, and equipment.
4.) We have EXCLUDED all HVAC work including all mechanical and fans.
4.) We have EXCLUDED any weld inspections.
5.) We have EXCLUDED any costs associated with temporary power and gas required during construction.
6.) We have EXCLUDED Dumpsters (construction trash shall be placed at the construction site. Removed by others.
7.) We have EXCLUDED any signage. (interior and exterior).
8.) We have EXCLUDED any Temporary Construction Fencing.
9.) We have EXCLUDED any landscape, seeding/sod, and irrigation .
11.) We have EXCLUDED all cost associated with electrical service by GCEA
17.) We have EXCLUDED A Water Well
12.) We have EXCLUDED Sales Tax.
13.) We have INCLUDED For Concrete Testing: One (1) for foundations, One (1) for Slab on Grade, One (1) Soil Compaction Test
14.) We have INCLUDED a Construction Contingency of 5%.
15.) We have INCLUDED a Performance Bond.
16.) We have INCLUDED Builder's Risk.
17.) We have INCLUDED our 5% FEE

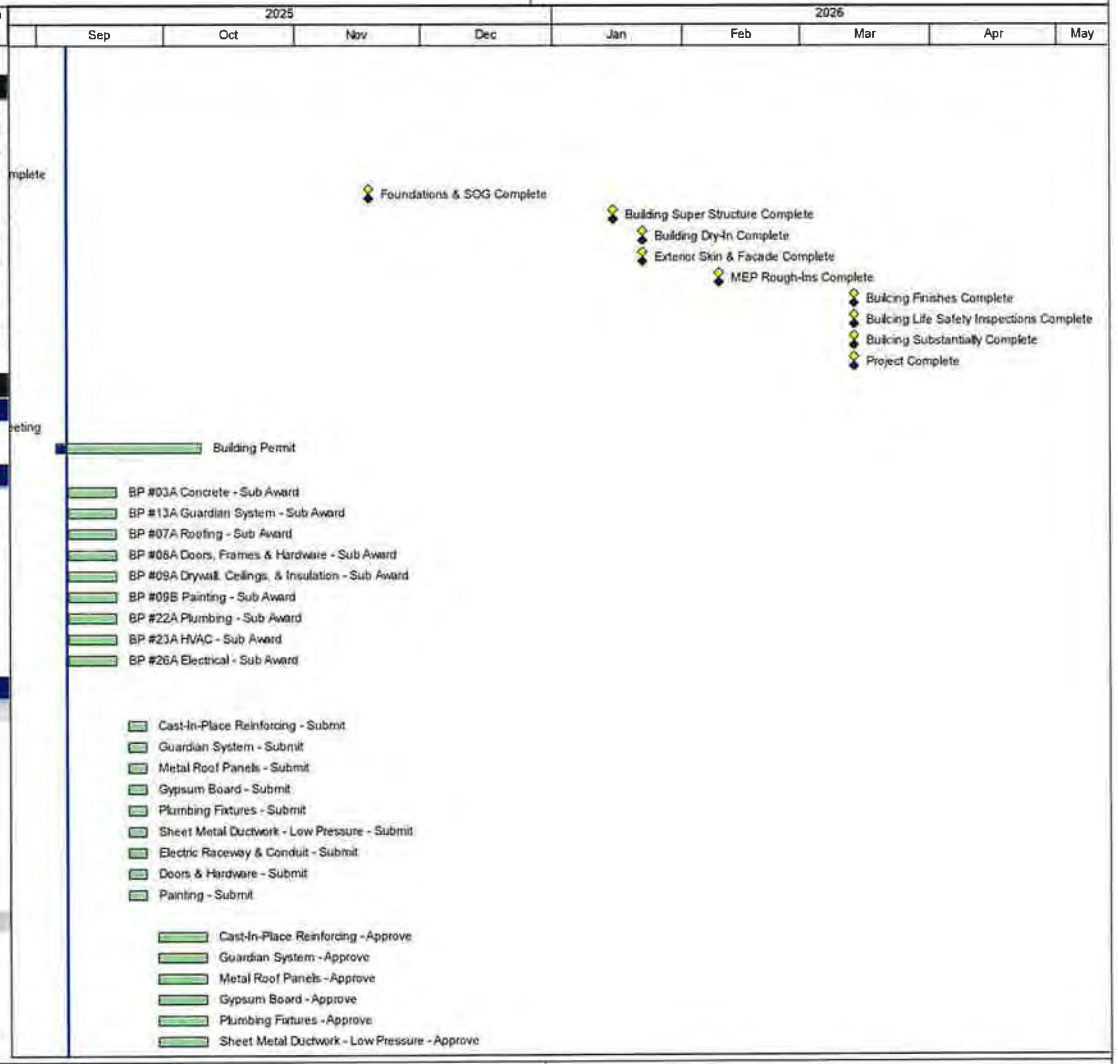
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
◆ Baseline Milestone
◇ Milestone

Gunnison Landfill Baseline Schedule
- Project Baseline Schedule -

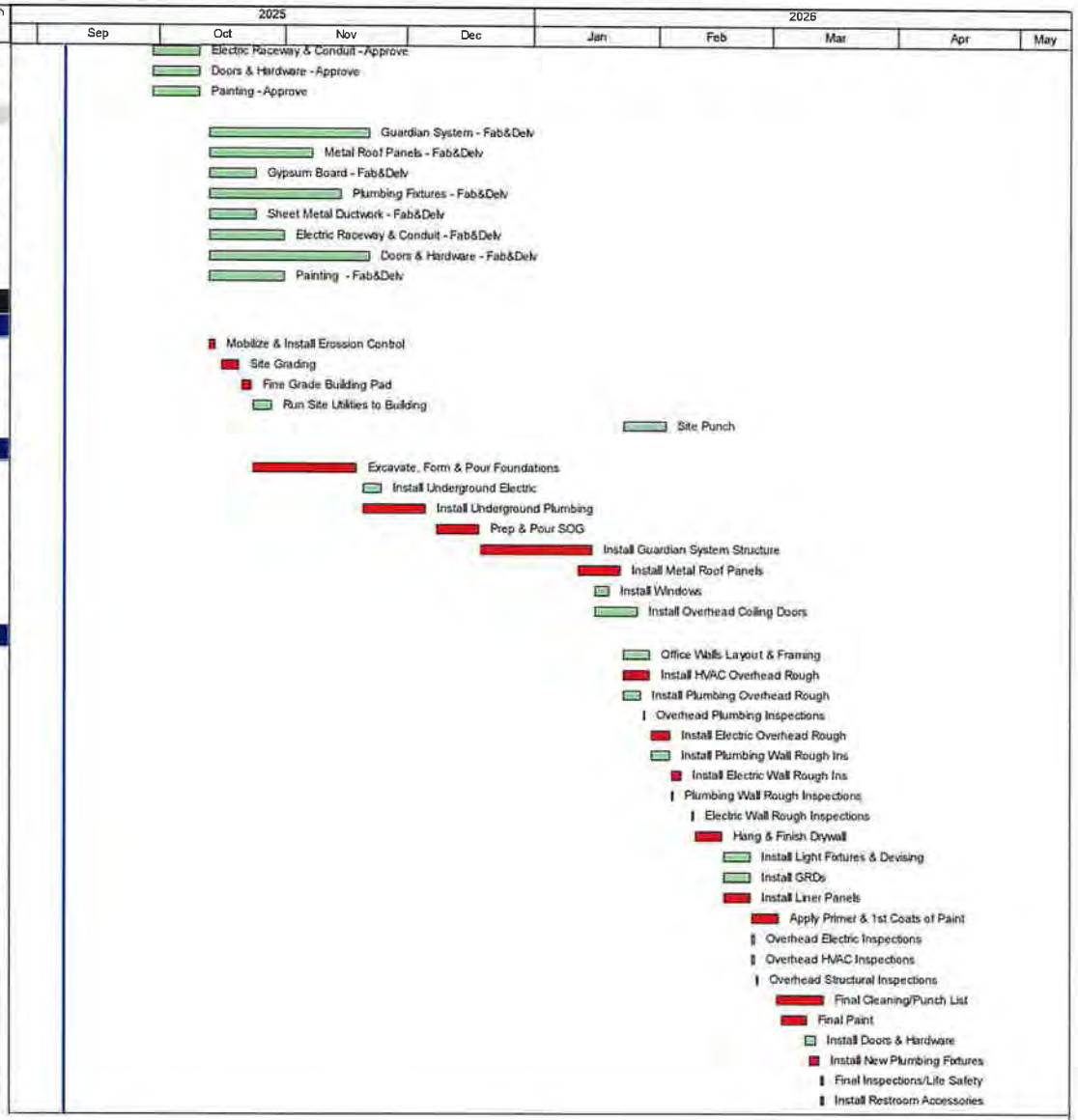
Data Date: 08-Sep-25

ADENA CORPORATION

Activity ID	Activity Name	Org Dur	Current Start	Current Finish
Gunnison Landfill Baseline Schedule				
Milestone Activities				
M100	Selection of CM/GC	0		10-Mar-25 A
M110	Execution of IGMP Agreement & NTP	0		28-Apr-25 A
M200	GMP Agreement with CM/GC	0		27-Jun-25 A
M210	Design Phase Complete	0		31-Jul-25 A
M120	Foundations & SOG Complete	0		18-Nov-25
M130	Building Super Structure Complete	0		15-Jan-26
M140	Building Dry-In Complete	0		22-Jan-26
M150	Exterior Skin & Facade Complete	0		22-Jan-26
M160	MEP Rough-Ins Complete	0		09-Feb-26
M170	Building Finishes Complete	0		13-Mar-26
M180	Building Life Safety Inspections Complete	0		13-Mar-26
M190	Building Substantially Complete	0		13-Mar-26*
M900	Project Complete	0		13-Mar-26
Preconstruction				
Design & Permitting				
DES-100	Project Design Meeting	20	24-Jun-25 A	31-Jul-25 A
PERMIT5000	Building Permit	25	05-Sep-25 A	09-Oct-25
Subcontractor Award				
AWD#03A	BP #03A Concrete - Sub Award	10	08-Sep-25	19-Sep-25
AWD#13A	BP #13A Guardian System - Sub Award	10	08-Sep-25	19-Sep-25
AWD#07A	BP #07A Roofing - Sub Award	10	08-Sep-25	19-Sep-25
AWD#08A	BP #08A Doors, Frames & Hardware - Sub Award	10	08-Sep-25	19-Sep-25
AWD#09A	BP #09A Drywall, Ceilings, & Insulation - Sub Award	10	08-Sep-25	19-Sep-25
AWD#09B	BP #09B Painting - Sub Award	10	08-Sep-25	19-Sep-25
AWD#22A	BP #22A Plumbing - Sub Award	10	08-Sep-25	19-Sep-25
AWD#23A	BP #23A HVAC - Sub Award	10	08-Sep-25	19-Sep-25
AWD#26A	BP #26A Electrical - Sub Award	10	08-Sep-25	19-Sep-25
Material Procurement				
Submittal Activities				
SUB 033000.00	Cast-In-Place Reinforcing - Submit	5	22-Sep-25	26-Sep-25
SUB 133419.00	Guardian System - Submit	5	22-Sep-25	26-Sep-25
SUB 074113.00	Metal Roof Panels - Submit	5	22-Sep-25	26-Sep-25
SUB 092900.00	Gypsum Board - Submit	5	22-Sep-25	26-Sep-25
SUB 224213.00	Plumbing Fixtures - Submit	5	22-Sep-25	26-Sep-25
SUB 233110.00	Sheet Metal Ductwork - Low Pressure - Submit	5	22-Sep-25	26-Sep-25
SUB 260534.00	Electric Raceway & Conduit - Submit	5	22-Sep-25	26-Sep-25
SUB 087100.00	Doors & Hardware - Submit	5	22-Sep-25	26-Sep-25
SUB 099123.00	Painting - Submit	5	22-Sep-25	26-Sep-25
Approval Activities				
APP 033000.00	Cast-In-Place Reinforcing - Approve	10	29-Sep-25	10-Oct-25
APP 133419.00	Guardian System - Approve	10	29-Sep-25	10-Oct-25
APP 074113.00	Metal Roof Panels - Approve	10	29-Sep-25	10-Oct-25
APP 092900.00	Gypsum Board - Approve	10	29-Sep-25	10-Oct-25
APP 224213.00	Plumbing Fixtures - Approve	10	29-Sep-25	10-Oct-25
APP 233110.00	Sheet Metal Ductwork - Low Pressure - Approve	10	29-Sep-25	10-Oct-25



Activity ID	Activity Name	Orig Dur	Current Start	Current Finish
APP 260534.00	Electric Raceway & Conduit - Approve	10	29-Sep-25	10-Oct-25
APP 087100.00	Doors & Hardware - Approve	10	29-Sep-25	10-Oct-25
APP 099123.00	Painting - Approve	10	29-Sep-25	10-Oct-25
Fabrication and Delivery Activities				
F&D 133419.00	Guardian System - Fab&Delv	30	13-Oct-25	21-Nov-25
F&D 074113.00	Metal Roof Panels - Fab&Delv	20	13-Oct-25	07-Nov-25
F&D 092900.00	Gypsum Board - Fab&Delv	10	13-Oct-25	24-Oct-25
F&D 224213.00	Plumbing Fixtures - Fab&Delv	25	13-Oct-25	14-Nov-25
F&D 233110.00	Sheet Metal Ductwork - Fab&Delv	10	13-Oct-25	24-Oct-25
F&D 260534.00	Electric Raceway & Conduit - Fab&Delv	15	13-Oct-25	31-Oct-25
F&D 081416.00	Doors & Hardware - Fab&Delv	30	13-Oct-25	21-Nov-25
F&D 099123.00	Painting - Fab&Delv	15	13-Oct-25	31-Oct-25
Construction Activities				
Site Work				
312500.00	Mobilize & Install Erosion Control	2	13-Oct-25*	14-Oct-25
312200.00	Site Grading	3	16-Oct-25	20-Oct-25
312201.00	Fine Grade Building Pad	2	21-Oct-25	23-Oct-25
331000.00	Run Site Utilities to Building	3	24-Oct-25	28-Oct-25
017700.10	Site Punch	5	23-Jan-26	02-Feb-26
Building Structure & Envelope				
033000.00	Excavate, Form & Pour Foundations	15	24-Oct-25	18-Nov-25
260543.00	Install Underground Electric	3	20-Nov-25	24-Nov-25
221116.00	Install Underground Plumbing	8	20-Nov-25	05-Dec-25
033001.00	Prep & Pour SOG	5	08-Dec-25	18-Dec-25
052100.00	Install Guardian System Structure	10	19-Dec-25	15-Jan-26
074113.00	Install Metal Roof Panels	5	12-Jan-26	22-Jan-26
085113.00	Install Windows	2	16-Jan-26	19-Jan-26
083320.00	Install Overhead Coiling Doors	5	16-Jan-26	26-Jan-26
Building Interior Rough & Finishes				
054000.00	Office Walls Layout & Framing	5	23-Jan-26	29-Jan-26
233100.00	Install HVAC Overhead Rough	5	23-Jan-26	29-Jan-26
221005.00	Install Plumbing Overhead Rough	3	23-Jan-26	27-Jan-26
INSP221006.00	Overhead Plumbing Inspections	1	28-Jan-26	28-Jan-26
260533.00	Install Electric Overhead Rough	3	30-Jan-26	03-Feb-26
221006.00	Install Plumbing Wall Rough Ins	3	30-Jan-26	03-Feb-26
260534.00	Install Electric Wall Rough Ins	3	04-Feb-26	06-Feb-26
INSP221005.00	Plumbing Wall Rough Inspections	1	04-Feb-26	04-Feb-26
INSP260533.00	Electric Wall Rough Inspections	1	09-Feb-26	09-Feb-26
092900.00	Hang & Finish Drywall	5	10-Feb-26	16-Feb-26
265100.00	Install Light Fixtures & Devising	5	17-Feb-26	23-Feb-26
232119.00	Install GRDs	5	17-Feb-26	23-Feb-26
102600.00	Install Liner Panels	5	17-Feb-26	23-Feb-26
099000.00	Apply Primer & 1st Coats of Paint	5	24-Feb-26	02-Mar-26
INSP260534.00	Overhead Electric Inspections	1	24-Feb-26	24-Feb-26
INSP233100.00	Overhead HVAC Inspections	1	24-Feb-26	24-Feb-26
INSP052100.00	Overhead Structural Inspections	1	25-Feb-26	25-Feb-26
0177010.00	Final Cleaning/Punch List	10	02-Mar-26	13-Mar-26
099001.00	Final Paint	5	03-Mar-26	09-Mar-26
087100.00	Install Doors & Hardware	3	09-Mar-26	11-Mar-26
224000.00	Install New Plumbing Fixtures	3	10-Mar-26	12-Mar-26
017700.00	Final Inspections/Life Safety	1	13-Mar-26	13-Mar-26
102800.00	Install Restroom Accessories	1	13-Mar-26	13-Mar-26



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STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Cost of the Work Plus a Fee with a GMP)



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ConsensusDocs® 410

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Cost of the Work Plus a Fee with a GMP)

TABLE OF ARTICLES

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4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. PAYMENT
8. COST OF THE WORK
9. CHANGES IN THE WORK
10. PAYMENT FOR CONSTRUCTION PHASE SERVICES
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS PROVISIONS
15. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Job Number: [_____] Account Code: [_____]

This Agreement is made this 28 day of April in the year 2025, by

and between Owner Gunnison County

and Design-Builder Adena Corporation

Tax identification number (TIN) 34-1376430
Contractor licensing number, if applicable Gunnison County BC-23-00106
Design Professional licensing number in the state of the Project [_____]

for services in connection with the following

PROJECT: Landfill Equipment Storage Building

ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM 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, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price ("GMP") and, if established, by the Dates of Substantial Completion and Final Completion.

2.1.1 Because the parties stipulate and agree that Design-Builder is an independent contractor and not an agent, employee or representative of Owner, neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner.

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2.2 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, Design Professional, Subcontractors, Subsubcontractors, Suppliers, or Others, to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Design-Builder shall furnish architectural and engineering services ("Services") by Design-Builder's licensed employees or procure such services from a licensed, independent design professional retained by Design-Builder. The person or entity providing these Services shall be referred to as Design Professional. If Design Professional is an independent design professional, the Services shall be procured pursuant to a ConsensusDocs 420 Standard Agreement Between Design-Builder and Design Professional or a similar separate agreement.

2.3.1 STANDARD OF CARE Design-Builder shall furnish or provide the Services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The Services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, location, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 410 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of the Work Plus a Fee with a GMP), as modified, amendments, exhibits, addenda, and attachments made part of this agreement upon its execution. The following exhibits are made part of this agreement:

Exhibit A: Schedule Approach, Project Phases & Milestones, Design Phase Budget, Notes, 2 pages.
Exhibit B: Basis of Design/Owner's Program, 2 pages.

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order 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 Design-Builder and accepted by Owner.

2.4.4 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder 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 Owner.

2.4.5 The "Contract Documents" consist of those documents identified in §15.1.

2.4.6 The "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.4.7 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.4.8 "Day" means calendar day.

2.4.9 "Date of Commencement" is as provided for in §6.1

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2.4.10 "Design-Builder's Fee" means the compensation paid to Design-Builder for salaries and other mandatory or customary compensation of Design-Builder's employees at its principal and branch offices except employees listed in §8.2, general and administrative expenses of Design-Builder's principal and branch offices other than the field office, and Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work, and profit.

2.4.11 "Defective Work" is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.12 "Final Completion" occurs on the date when Design-Builder's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. Final Completion shall also mean "final settlement" as that term is used in CRS § 38-26-107, to the extent that this statute applies to this Agreement.

2.4.13 A 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.

2.4.14 "Interim Directive" is any written order containing Work instructions that is signed by Owner after execution of this Agreement and prior to Substantial Completion of the Work directed by Owner pursuant to §9.3. An Interim Directive may or may not cause adjustment to Cost of the Work, GMP, or Contract Time.

2.4.15 "Law" means a federal, state, or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that is enacted as of the Agreement date.

2.4.16 "Others" means Owner's other: (a) contractors/constructors/design-builders, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); 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.

2.4.17 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in Design-Builder's principal and branch offices; (b) general and administrative expenses of Design-Builder's principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder's capital expenses, including interest on capital used for the Work.

2.4.18 "Owner" is the person or entity identified in ARTICLE 1, and includes Owner's Representative.

2.4.19 "Owner's Program" is an initial description of Owner's objectives that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.4.20 The "Parties" are collectively Owner and Design-Builder. Design-Builder shall include "contractor" as defined in CRS § 38-26-101 to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

2.4.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.



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2.4.22 "Project Schedule" is a schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.

2.4.23 A "Subcontractor" is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.

2.4.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.4.25 "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or another Subsubcontractor or Supplier to perform any portion of the Work or to supply material or equipment.

2.4.26 A "Supplier" is a person or entity retained by Design-Builder to provide material or equipment for the Work.

2.4.27 "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 Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.28 The "Work" means the design phase services procured or furnished in accordance with §3.13.1, the GMP Proposal provided in accordance with §3.2, the Construction Phase services provided in accordance with §3.3, Additional Services upon the request of Owner provided in §3.11 ("Additional Services"), and other labor, material, supplies, or services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.29 "Worksite" means the area of the Project location identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with Owner's Program, as such Program may be modified by Owner during the course of the Work. Design-Builder shall use its diligent efforts to perform the Work in an expeditious manner, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP Proposal described in §3.2.1. Design-Builder represents that it is an independent contractor and that it is familiar with the type of Work required by this Agreement.

The Parties may establish a fast-track approach to the design and construction services necessary to complete the Project. Such agreement establishing a fast-track approach and the Project Schedule, shall be included as an exhibit to this Agreement. In the absence of such agreement, the Parties shall proceed in accordance with §3.1 and §3.3 below.



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3.1 DESIGN PHASE SERVICES

3.1.1 PRELIMINARY EVALUATION Design-Builder shall review Owner's Program to ascertain the requirements of the Project and shall verify such requirements with Owner. Design-Builder's review shall also provide to Owner a "Preliminary Evaluation" of the site with regard to access, traffic, drainage, parking, building placement, and other considerations affecting the building, the environment, and energy use, as well as information regarding Laws and requirements. Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical, and other systems for review by Owner, to determine the most desirable approach on the basis of cost, technology, quality, and speed of delivery. Design-Builder will also review existing test reports but will not undertake any independent testing nor be required to furnish types of information derived from such testing in its Preliminary Evaluation. Based upon its review and verification of Owner's Program and other relevant information, Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for Owner's acceptance. Design-Builder's Preliminary Evaluation shall specifically identify any deviations from Owner's Program.

3.1.2 PRELIMINARY SCHEDULE Design-Builder shall prepare a preliminary Project Schedule. Owner shall provide written approval of milestone dates established in the preliminary Schedule of the Work. The Project Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved Project Schedule will not be met, Design-Builder shall recommend corrective action to Owner in writing.

3.1.3 PRELIMINARY ESTIMATE When sufficient Project information has been identified, Design-Builder shall prepare for Owner's acceptance a preliminary estimate utilizing area, volume, or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds Owner's budget, Design-Builder shall make recommendations to Owner.

3.1.4 SCHEMATIC DESIGN DOCUMENTS Design-Builder shall submit for Owner's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. "Schematic Design Documents" shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to Owner. When Design-Builder submits the Schematic Design Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from Design-Builder's Preliminary Evaluation, preliminary Project Schedule, and estimate. Design-Builder shall update the preliminary Project Schedule and estimate based on the Schematic Design Documents.

3.1.5 PLANNING PERMITS Design-Builder shall obtain and Owner shall pay for all planning permits necessary for the construction of the Project.

3.1.6 DESIGN DEVELOPMENT DOCUMENTS Design-Builder shall submit for Owner's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to Owner. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. Design-Builder shall update the Project Schedule and estimate based on the Design Development Documents.



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3.1.7 CONSTRUCTION DOCUMENTS Design-Builder shall submit for Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon Laws at the time of their preparation. When Design-Builder submits the Construction Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to Owner prior to commencement of construction. If a GMP has not been established, Design-Builder shall prepare a further update of the Project Schedule and estimate based on the Construction Documents.

3.1.8 OWNERSHIP OF DOCUMENTS

3.1.8.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data (including in its native format such as Autocad), and information ("Documents") prepared, provided, or procured by Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Builder or, in the event of termination under ARTICLE 12, upon payment for all sums due to Design-Builder pursuant to ARTICLE 12. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

3.1.8.2 COPYRIGHT The Parties agree that Owner ☒ shall/ ☐ shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by the subsection above and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design-Builder.

3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 12, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under this section, provided Owner is making all payments required by this Agreement.

3.1.8.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design-Builder's involvement or on other projects is at Owner's sole risk, except for Design-Builder's indemnification obligations, and Owner shall indemnify and hold harmless Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any prohibited use.

3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Builder has transferred its copyright interest in the Documents under §3.1.8, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.



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3.1.8.6 Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement, and Design-Builder shall provide evidence that such rights have been secured.

3.2 GUARANTEED MAXIMUM PRICE ("GMP")

3.2.1 GMP PROPOSAL At such time as Owner and Design-Builder jointly agree, Design-Builder shall submit a GMP Proposal in a format acceptable to Owner. Unless the Parties mutually agree otherwise, the GMP shall be the sum of the estimated Cost of the Work as defined in ARTICLE 8 and Design-Builder's Fee as defined in ARTICLE 7. The GMP is subject to modification as provided in ARTICLE 9. Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.1.1 If the Design-Build Documents are not complete at the time the GMP Proposal is submitted to Owner, Design-Builder shall provide in the GMP for further development of the Design-Build Documents consistent with Owner's Program. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2 a list of allowances and a statement of their basis;

3.2.2.3 a list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.2.2.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Construction Schedule upon which the Date of Substantial Completion and the Date of Final Completion is based; (a) a schedule of applicable alternate prices; (b) schedule of applicable unit prices; (c) a statement of Additional Services included, if any; (d) the time limit for acceptance of the GMP Proposal; (e) Design-Builder's contingency as provided in §3.2.7; (f) a statement of any work to be self-performed by Design-Builder; and (g) a statement identifying all patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.3 REVIEW AND ADJUSTMENT TO GMP PROPOSAL Design-Builder shall meet with Owner to review the GMP Proposal. If Owner has any comments relative to the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design-Builder, who shall make appropriate adjustments to the GMP, its basis, or both.

3.2.4 ACCEPTANCE OF GMP PROPOSAL Upon acceptance by Owner of the GMP Proposal, the GMP and its basis shall be set forth in Amendment 1.



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3.2.5 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Design-Builder, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.2.5.1 request modifications to the GMP Proposal. If such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted in accordance with §3.2.4;

3.2.5.2 direct Design-Builder to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.2.5.3 terminate the Agreement for convenience. The Parties may establish a Date of Substantial Completion and a Date of Final Completion.

3.2.6 PRE-GMP WORK Prior to Owner's acceptance of the GMP Proposal, Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.2.7 DESIGN-BUILDER'S CONTINGENCY The GMP Proposal will contain, as part of the estimated Cost of the Work, Design-Builder's Contingency, a sum mutually agreed upon and monitored by Design-Builder and Owner to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. Design-Builder shall provide Owner with a monthly accounting of charges against Design-Builder's Contingency, if applicable, with each application for payment.

3.3 CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase will commence upon the issuance by Owner of a written notice to proceed with construction. If construction commences prior to execution of Amendment 1, Design-Builder shall prepare for Owner's written approval a list of the documents that are applicable to the part of the Work which Owner has authorized, which list shall be included in Owner's written notice to proceed.

3.3.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools, and subcontracted items.

3.3.3 COMPLIANCE WITH LAWS Design-Builder shall comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense, attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures.

3.3.3.1 CHANGES IN LAW The GMP, Design-Builder's Fee, and Contract Time shall be equitably adjusted by Change Order pursuant to ARTICLE 9 for additional costs and time resulting from any changes in Laws, including increased taxes, which were enacted after the date of this Agreement, or in the case of the GMP, after the date of an accepted GMP Proposal.

3.3.4 Design-Builder shall obtain and Owner shall pay for the building permits necessary for the construction of the Project.



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3.3.5 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is reasonably agreed to by the Parties.

3.3.6 Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to Owner at mutually agreeable intervals.

3.3.7 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.3.8 Design-Builder shall prepare and submit to Owner either:

☒ final marked-up as-built drawings, or
☐ updated electronic data
☐ such documentation as defined by the Parties by attachment to this Agreement, in general documenting how the various elements of the Work were actually constructed or installed.

3.4 CONSTRUCTION SCHEDULE Design-Builder shall prepare and submit a Construction Schedule for Owner's acceptance and written approval. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Construction Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

3.5 SAFETY OF PERSONS AND PROPERTY

3.5.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Builder 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.

3.5.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.5.2.1 its employees and other persons at the Worksite;

3.5.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.5.2.3 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.

3.5.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project



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superintendent. Design-Builder will report promptly in writing all recordable accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.

3.5.4 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.5.5 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not adopt corrective measures, Owner may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in ARTICLE 8. Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.

3.5.6 Except as provided below, Design-Builder 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 Design-Builder, or anyone for whose acts Design-Builder may be liable. Design-Builder is not required to remedy such damage or loss that: (a) is under the protection of property insurance, when such insurance is required to be maintained by Owner, or (b) is attributable to acts or omissions of Owner or anyone for whose acts Owner may be liable.

3.6 EMERGENCIES In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as provided for in ARTICLE 9.

3.7 HAZARDOUS MATERIALS

3.7.1 Design-Builder 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 Owner 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 Design-Builder.

3.7.2 If, after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall promptly report the condition to Owner and, if required, the governmental agency with jurisdiction.

3.7.3 Design-Builder 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.

3.7.4 Owner 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. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.



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3.7.5 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material discovered at the Worksite, Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion.

3.7.6 To the extent permitted under §6.5 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its Subcontractors, Suppliers, and Sub-subcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Design-Builder, its Subcontractors, and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.7.7 MATERIALS BROUGHT TO THE SITE

3.7.7.1 Whether obtained by Design-Builder, Subcontractors, Owner, or Others, Design-Builder is responsible to make Safety Data Sheets ("SDS") pertaining to materials or substances used or consumed in the performance of the Work available to Owner and Subcontractors.

3.7.7.2 Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder. Upon the issuance of the certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Design-Builder if such materials or substances are required by the Contract Documents.

3.7.7.3 To the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its agents, officers, directors, and employees, Design-Builder shall defend, indemnify, and hold harmless Owner, 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 Design-Builder.

3.7.8 §3.7 shall survive the completion of the Work or Agreement termination.

3.8 WARRANTY

3.8.1 Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work or of a designated portion.

3.8.2 Design-Builder shall correct installation defects on Owner-furnished and Design-Builder-installed materials and equipment during the correction period provided in §3.9 Except as provided above and to the extent products, equipment, systems, or materials incorporated into the Work are furnished by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF



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MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

3.8.4 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.

3.8.5 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of Additional Services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Design-Builder or give Design-Builder an opportunity to test or correct Defective Work as reasonably requested by Design-Builder, Owner waives Design-Builder's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.

3.9.3 If Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.

3.9.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the actual correction costs.

3.9.5 If Design-Builder's correction or removal of Defective Work causes damage or destruction to other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for such damage or destruction costs.



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3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Cost of the Work and GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CONFIDENTIALITY To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. §. 24-72-201 *et seq.*, Design-Builder shall treat as confidential and not disclose to third-persons, nor use for its own benefit any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Design-Builder or which Design-Builder may acquire in performing the Work. To the extent necessary to perform the Work, Design-Builder's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. §. 24-72-201 *et seq.*, Owner shall treat as confidential information all of Design-Builder's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. §. 24-72-201 *et seq.*, and except for information that Owner obtains through ownership of the copyright, Owner shall treat as confidential information all design systems that may be disclosed to Owner in connection with the performance of this Agreement. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

3.11 ADDITIONAL SERVICES Design-Builder shall provide or procure the following additional services upon the request of Owner. A written agreement between Owner and Design-Builder shall define the extent of such Additional Services before they are performed by Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional Services shall be considered a Change in the Work, unless they are specifically included in the statement of the basis of the GMP as set forth in Amendment 1.

3.11.1 Assisting in developing Owner's Program and Project budget, investigating sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project.

3.11.2 Consultations, negotiations, and documentation supporting the procurement of Project financing.

3.11.3 Surveys, site evaluations, legal descriptions, and aerial photographs.

3.11.4 Appraisals of existing equipment, existing properties, new equipment, and developed properties.

3.11.5 Soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project.

3.11.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.



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3.11.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Owner-provided drawings and information.

3.11.8 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work.

3.11.9 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project.

3.11.10 Interior design and related services, including procurement and placement of furniture, furnishings, artwork, and decorations.

3.11.11 Making revisions to the Schematic Design, Design Development, Construction Documents, or documents forming the basis of the GMP after they have been approved by Owner, and which are due to causes beyond the control of Design-Builder. Causes beyond the control of Design-Builder do not include acts or omissions on the part of Subcontractors, Suppliers, Subsubcontractors, or Design Professional.

3.11.12 Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of the Work.

3.11.13 Estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Design-Builder.

3.11.14 The premium portion of overtime work ordered by Owner, including productivity impact costs, other than that required by Design-Builder to maintain the Construction Schedule.

3.11.15 Out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Worksite.

3.11.16 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.

3.11.17 Services for tenant or rental spaces not required by this Agreement.

3.11.18 Services requested by Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.11.19 Except when Design Professional is a party to the proceeding, serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.11.20 Document reproduction exceeding the limits provided for in this Agreement.

3.11.21 Providing services relating to Hazardous Material discovered at the Worksite.

3.11.22 Acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving



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Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;

3.11.23 Performing formal commissioning services; and

3.11.24 Other services as agreed to by the Parties and identified in an attached exhibit.

3.12 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's representative. Design-Builder's Representative is Mark Popovac.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter, at the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to Design-Builder's commencing or continuing the Work. Design-Builder shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain in the Contract Documents, then Owner shall provide the following:

4.3.1 information describing the physical characteristics of the site, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Design-Builder which are required for Design-Builder's performance of the Work and under Owner's control.

4.4 RESPONSIBILITIES DURING DESIGN PHASE

Owner shall provide Owner's Program at the inception of the Design Phase. Owner shall review and timely approve, reject, or respond appropriately to Design-Builder's submissions set forth in ARTICLE 3, and the GMP Proposal.

4.5 RESPONSIBILITIES DURING CONSTRUCTION PHASE

4.5.1 Owner shall review the Construction Schedule and timely approve the milestone dates set forth.

4.5.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.



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4.5.3 Owner shall have no contractual obligations to Subcontractors, Suppliers, or Design Professional. In all events, Design-Builder shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such persons. No contractual relationship shall exist between the Owner and any subcontractor, supplier or design professional because of the subletting of any part of the Project work.

4.5.4 Owner shall provide insurance for the Project as provided in ARTICLE 11.

4.6 TAX EXEMPTION If in accordance with Owner's direction Design-Builder claims an exemption for taxes, to the extent permitted by law .

4.7 ELECTRONIC DOCUMENTS The Parties may exchange or furnish documents and data in electronic or digital form pursuant to the ConsensusDocs 200.2 Electronic Communications Protocol Addendum or a separate written agreement which shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.8 OWNER'S REPRESENTATIVE Owner's Representative is Matthew Birnie, County Manager. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

5.1 RETAINING SUBCONTRACTORS Design-Builder shall not retain any Subcontractor to whom Owner has a reasonable and timely objection, provided that Owner agrees to compensate Design-Builder for any additional costs incurred by Design-Builder as a result of such objection. Owner may propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be solely responsible for the management of Subcontractors in the performance of their work.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by Design-Builder to Owner, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by Owner pursuant to §12.3 or §12.4; and

5.3.1.2 Owner accepts such assignment, after termination by notifying in writing Design-Builder and Subcontractor or Design-Builder and Supplier, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.



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5.3.1.3 If Owner 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.

5.3.1.4 Design-Builder shall include a provision in its Subcontract and Supplier agreements that Subcontractor and Supplier is obligated to accept contingent assignment.

5.4 BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to all the provisions of this Agreement and the Contract Document's applicable provisions to that portion of the Work.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: [_____]. The Work shall proceed in general accordance with the approved Project Schedule which may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion and the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1.

6.2.1 The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.2.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.2.3 Unless instructed by Owner in writing, Design-Builder shall not knowingly commence the Work before the effective date of insurance required to be provided by Design-Builder.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials unanticipated by Design-Builder, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 9.



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6.3.2 In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Design-Builder shall be entitled to an equitable adjustment in the GMP subject to §6.5.

6.3.3 If delays to the Project are encountered for any reason, the Parties agree to take reasonable steps to mitigate the effect of such delays.

6.4 LIQUIDATED DAMAGES

6.4.1 SUBSTANTIAL COMPLETION The Parties agree that this Agreement ☐ shall/ ☒ shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.4.2 Design-Builder understands that if the Date of Substantial Completion established by Amendment 1, as may be amended by subsequent Change Order, is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if the Date of Substantial Completion is not attained, Design-Builder shall pay Owner [_____] dollars ($[_____]) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.3 FINAL COMPLETION The Parties agree that this Agreement ☐ shall/ ☒ shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.4 Design-Builder understands that if the Date of Final Completion established by this Amendment 1 is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if the Date of Final Completion is not attained, Design-Builder shall pay Owner [_____] dollars ($[_____]) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.4.5 OTHER LIQUIDATED DAMAGES The Parties may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.4 and excluding losses covered by insurance and proceeds paid by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:



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6.5.1 The Parties shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 PAYMENT

7.1 DESIGN PHASE PAYMENTS

7.1.1 To the extent required by Laws, the cost of services performed directly by Design Professional is computed separately and is independent from Design-Builder's compensation for work or services performed directly by Design-Builder; these costs shall be shown as separate items on applications for payment. If any Design Professional is retained by Design-Builder, the payments to Design Professional shall be as detailed in a separate agreement between Design-Builder and Design Professional.

7.1.2 Owner shall pay Design-Builder for services performed during the Design Phase, including preparation of a GMP Proposal, if applicable, as follows:

Adena Personnel & Travel	$ 57,544.00
Civil Engineering	$ 38,427.00
Geotechnical Study (CMT)	$ 4,000.00
Architectural Design (Wellogy)	$ 38,000.00
Total	**$137,971.00**

7.1.3 Compensation for Design Phase services, as part of the Work, shall include Design-Builder's Fee, paid in proportion to the services performed, subject to adjustment.

7.1.4 No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Owner shall pay the amount due on a payment application, no later than fifteen (15) Days after accepting such application. Owner may deduct amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If the Parties cannot agree on a revised amount, then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

7.1.5 If Owner fails to pay Design-Builder at the time payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

7.1.6 Payments due pursuant to §7.1.5, bear interest from the date payment is due at the prime rate prevailing at the location of Project.

7.2 CONSTRUCTION PHASE PAYMENTS

7.2.1 Owner shall pay Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:



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7.2.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.2.1.2 Design-Builder's Fee paid in proportion to the services performed subject to adjustment.

7.2.2 The compensation to be paid under this section shall be limited to the GMP established in Amendment 1, which may be adjusted under ARTICLE 9.

7.2.3 Payment for Construction Phase services shall be as set forth in ARTICLE 10. If Design Phase services continue to be provided after construction has commenced, Design-Builder shall continue to be compensated as provided in §7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE Design-Builder's Fee shall be as follows, subject to adjustment as provided in §7.4: 5%

7.4 ADJUSTMENT IN DESIGN-BUILDER'S FEE Adjustment in Design-Builder's Fee shall be made as follows:

7.4.1 for changes in the Work as provided in ARTICLE 9, Design-Builder's Fee shall be adjusted as follows:

7.4.1.1 except as provided in §6.3.2, Design-Builder may seek an equitable adjustment in Design-Builder's Fee to compensate Design-Builder for increased expenses not caused by Design-Builder, pursuant to ARTICLE 9; and

7.4.2 if Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, Design-Builder shall be paid an additional fee in the same proportion that Design-Builder's Fee bears to the estimated Cost of the Work for the replacement.

7.5 SHARED SAVINGS If at Final Completion, Cost of the Work plus Design-Builder's Fee is less than the GMP, the difference shall be shared as follows: The savings, if any, shall accrue one hundred percent (100%) to Owner and zero percent (0%) to Design-Builder. The shared savings shall be calculated and paid as part of final payment. Design-Builder shall not be entitled to any portion of the shared savings if either Party terminates this Agreement except for a termination for convenience pursuant to §12.4, Design-Builder's termination pursuant to §12.5, or, in the case of a termination for default under §12.3, if §12.5 applies

ARTICLE 8 COST OF THE WORK

Owner agrees to pay Design-Builder for the Cost of the Work as defined in this article. This payment shall be in addition to Design-Builder's Fee stipulated in §7.3.

8.1 COST ITEMS FOR DESIGN PHASE SERVICES

8.1.1 Compensation for Design Phase services as provided in §7.1.

8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Labor Wages directly employed by Design-Builder performing the Work;

8.2.2 Salaries of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the



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production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

8.2.3 Cost of employee benefits and taxes including but not limited to workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder who are included in the Cost of the Work under §8.2.1 and §8.2.2;

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Design-Builder's personnel incurred in connection with the Work;

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.2.6 Payments made by Design-Builder to Subcontractors for performed Work;

8.2.7 Fees and expenses for design services procured or furnished by Design-Builder except as provided by Design Professional and compensated in §7.1;

8.2.8 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed, that remain the property of Design-Builder;

8.2.9 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.10 Cost of the premiums for all insurance and surety bonds which Design-Builder is required to procure or deems necessary, and approved by Owner, including any additional premium incurred as a result of any increase in the GMP.

8.2.11 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable.

8.2.12 Permits, fees, licenses, tests, and royalties.

8.2.13 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from Design-Builder's negligence.

8.2.14 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.15 Water, power, and fuel costs necessary for the Work.

8.2.16 Costs to remove non-hazardous substances, debris, and waste materials.



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8.2.17 Costs incurred due to an emergency affecting the safety of persons or property;

8.2.18 Other than those arising from disputes between the Parties, legal, mediation, and arbitration fees and costs reasonably necessary to perform the Work.

8.2.19 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Design-Builder's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Design-Builder, all cash discounts shall accrue to Design-Builder. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.4 COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access during normal business hours to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by Law.

ARTICLE 9 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order, Interim Directive, or a minor change in the work, subject to the limitations stated in the Contract Documents.

9.1 CHANGE ORDER

9.1.1 Design-Builder may request or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions to the GMP or the estimated cost of the work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion being adjusted accordingly. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article.

9.1.2 Each adjustment in the GMP or estimated Cost of the Work resulting from a Change Order shall clearly separate the amount attributable to compensation for Design Phase services, other Cost of the Work, and Design-Builder's Fee, with Design-Builder's Fee not to exceed ten percent (10%).

9.1.3 The Parties shall negotiate an appropriate adjustment to the GMP or the estimated Cost of the Work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the GMP, the estimated Cost of the Work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

9.1.4 NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or Interim Directive has been issued.

9.2 INTERIM DIRECTIVE



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9.2.1 Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment, if any, in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate, the compensation for Design Phase services or directing Design-Builder to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Design-Builder shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, arising out of the Interim Directive. As the changed Work is performed, Design-Builder shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Design-Builder fifty percent (50%) of its actual (incurred or committed) cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which Owner and Construction Manager have reached agreement on the GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 MINOR CHANGES IN THE WORK

9.3.1 Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

9.3.2 Design-Builder shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Builder.

9.4 CONCEALED OR UNKNOWN WORKSITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design-Builder shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown



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condition exists and directing how Design-Builder is to proceed. Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, and the dates of Substantial and Final Completion as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this article.

9.5 DETERMINATION OF COST

9.5.1 An increase or decrease in the GMP or estimated Cost of the Work resulting from a change in the Work shall be determined by one or more of the following methods:

9.5.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.5.1.2 a mutually accepted, itemized lump sum;

9.5.1.3 costs determined as defined in §7.2 and ARTICLE 8 and a mutually acceptable Design-Builder's Fee as determined in §7.4.1; or

9.5.2 If an increase or decrease in GMP or Contract Time cannot be agreed to as set forth in §9.5.1 above, and Owner issues an Interim Directive, the cost of the change in the Work shall be determined by the Cost of the Work expense incurred and savings as defined in ARTICLE 8 realized in the performance of the Work resulting from the change. If there is a net increase in the GMP, Design-Builder's Fee shall be adjusted as set forth in §7.4.1. In case of a net decrease in the GMP, Design-Builder's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Design-Builder shall maintain a documented, itemized accounting evidencing the Cost of Work expenses and savings.

9.5.3 If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.

9.5.4 If Owner and Design-Builder disagree as to whether work required by Owner is within the scope of the Work, Design-Builder shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Design-Builder to proceed, Design-Builder shall perform the disputed work and Owner shall pay Design-Builder fifty percent (50%) of its actual, direct cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.6 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the GMP, estimated Cost of the Work, Design-Builder's Fee, and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, Design-Builder shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or fourteen (14) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate



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supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, resulting from such claim shall be authorized by Change Order.

9.7 CHANGES NOTICE Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing an Interim Directive.

ARTICLE 10 PAYMENT FOR CONSTRUCTION PHASE SERVICES

10.1 PROGRESS PAYMENTS

10.1.1 On the Twenty-Fifth Day of each month after the Construction Phase has commenced, Design-Builder shall submit to Owner an application for payment consisting of the Cost of the Work performed up to the Twenty-Fifth Day of the month, along with a proportionate share of Design-Builder's Fee. Prior to submission of the next application for payment, Design-Builder shall furnish to Owner a statement accounting for the disbursement of funds received under the previous application. The extent of such statement shall be as agreed upon between Owner and Design-Builder.

10.1.2 Within seven (7) Days after receipt of each monthly application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such application, Owner shall pay directly to Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay directly to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

10.1.3 If for any reason not the fault of Design-Builder, Design-Builder does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Design-Builder, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Design-Builder has been received, including interest for late payment. If Design-Builder incurs costs or is delayed resulting from shutdown, delay, and start-up, Design-Builder may seek an equitable adjustment in compensation, time, or both, under ARTICLE 9.

10.1.4 Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as liens.

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10.1.5 Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

10.1.6 Upon Substantial Completion of the Work, Owner shall pay Design-Builder the unpaid balance of the Cost of the Work, compensation for Design Phase services, and Design-Builder's Fee, less one hundred and fifty percent (150%) of the cost of completing any unfinished items as agreed to between Owner and Design-Builder as to extent and time for completion. Owner thereafter shall pay Design-Builder monthly the amount retained for unfinished items as each item is completed.

10.1.7 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the worksite.

10.2 RETAINAGE From each progress payment made prior to the time of Substantial Completion, Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.2 Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work Owner has accepted;

10.3 ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT Owner may adjust or reject an application for payment or nullify a previously approved Design-Builder application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Design-Builder is responsible under this Agreement:

10.3.1 Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner or others to whom Owner may be liable;

10.3.3 Design-Builder's failure to properly pay either Design Professional, Subcontractors, or Suppliers for labor, materials, equipment, or supplies furnished in connection with the Work, provided that Owner is making payments to Design-Builder in accordance with this Agreement;

10.3.4 Rejected or Defective Work not corrected in a timely fashion;



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10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the GMP is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

10.3.8 No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK Owner may use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

10.5 FINAL PAYMENT

10.5.1 Final Payment, consisting of the unpaid balance of the Cost of the Work, compensation for Design Phase services, and Design-Builder's Fee, shall be due and payable when the work is fully completed. Before issuance of final payment, Owner may request satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

10.5.2 In making final payment Owner waives all claims except for:

10.5.2.1 outstanding liens or claims by suppliers or subcontractors;

10.5.2.2 improper workmanship or defective materials;

10.5.2.3 work not in conformance with the Contract Documents; and

10.5.2.4 terms of any special warranties required by the Contract Documents.

10.5.3 In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.
10.5.4 Final Payment may not occur until the Parties comply with their obligations under CRS §§ 24-91-103, 38-26-105 to -107, to the extent such statutory provisions apply to this Agreement.



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ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage other than to the Work itself and other property required to be insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent or intentionally wrongful acts or omissions of the Indemnitees. Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

11.1.1 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Builder, anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design-Builder under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

11.2 DESIGN-BUILDER'S LIABILITY INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Professional Liability Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability and Worker's Compensation Insurance



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(a) $1,000,000 bodily injury by accident per accident
(b) $1,000,000 bodily injury by disease policy limit
(c) $1,000,000 bodily injury by disease per employee

11.2.1.2 Business Automobile Liability Insurance per accident $1,000,000 and $2,000,000 in the aggregate.

11.2.1.3 Commercial General Liability Insurance

(a) Per occurrence $1,000,000
(b) General aggregate $2,000,000
(c) Products/completed operations aggregate $2,000,000
(d) Personal and advertising injury limit $1,000,000

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverage required under §11.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.3 Design-Builder shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Builder, withhold such expenses in payments owed under this Agreement to the Design-Builder, or terminate this Agreement.

11.2.4 To the extent commercially available to Design-Builder from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 Business days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also: (a) name Design-Builder, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Design-Builder) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;



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11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Design-Builder's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Design-Builder shall be responsible for any deductible amounts or coinsurance payments under a Builder's Risk Policy, unless Owner is solely the cause of any claim under such Policy. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §11.3.1

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §11.3.1, then Owner shall give written notice to the Design-Builder and Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §11.3.1. Owner may then provide insurance to protect its interests and the interests of Design-Builder, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties waive all rights against each other and their respective employees, agents, contractors, subcontractors, subsubcontractors, suppliers, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance, or to the extent such insurance does not fully cover such risks or claims with regard to such rights.

11.3.5 Design-Builder shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including reasonable attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of Design-Builder, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.



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11.3.6 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Design-Builder until the Date of Substantial Completion.

11.3.7 POLLUTION LIABILITY INSURANCE Constructor ☐ is/ **X** is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.7.1 If applicable: in the following amounts: [_____] per occurrence, and shall apply for [_____] year(s) after Final Completion. The policy shall cover Design-Builder's liability during construction, removal, storage, encapsulation, transport, and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not exclude mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☐ shall/ ☒ shall not require Design-Builder to purchase and maintain additional liability coverage.

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Design-Builder's CGL and other required policies under Section 11.2 of this Agreement, for ongoing operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of Design-Builder's Work for Owner at the Worksite. The insurance of Design-Builder and its Subcontractors shall be primary and non-contributory to any insurance available to the Additional Insureds.

11.4.2 ☐ OCP. Design-Builder shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional general liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Design-Builder and by increasing the GMP to correspond to the actual cost required to purchase and maintain the coverage. Prior to commencement of the Work, Design-Builder shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable. The insurance of Design-Builder shall be primary and non-contributory to any insurance available to the Additional Insureds.

ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in either the Work, design documents, or construction documents. Design-Builder shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

11.5 PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

☒ Practice Policy or ☐ Project Specific Coverage written for not less than five million dollars ($5,000,000) per claim and in the aggregate with a deductible not to exceed seventy-five thousand



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dollars ($75,000). The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by Design Professional. This coverage shall be continued in effect for four year(s) after the Date of Substantial Completion.

11.6 BONDS Performance and Payment Bonds are required of Design-Builder. 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 Owner. Owner's acceptance shall not be withheld without reasonable cause.

11.6.1 Such Performance Bond shall be issued in the penal sum equal to one-hundred percent (100%) of the:

☒ GMP (If there is no GMP, then the agreed estimated cost of the Project, including design and construction)
☐ Agreed estimated construction cost of the Project.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to §11.2 and §11.3, whether or not such insurance is provided or is in an amount sufficient to cover such damages.

11.6.2 The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. Design-Builder's Payment Bond for the Project, if any, shall be made available by Owner or Design-Builder upon Subcontractor's written request.

11.6.3 Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the GMP or the Dates of Substantial Completion or Final Completion, though Design-Builder shall require that its surety waive any requirement to be notified of any alteration or extension of time.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for its convenience.

12.1.2 Adjustments caused by suspension, delay, or interruption shall be made for increases in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

12.2 NOTICE TO CURE A DEFAULT If Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Project Schedule, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Design-Builder may be deemed in default.

12.2.1 If Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Design-Builder a second notice to correct the default within a three (3) Business Day period. The



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CONTENT SECURE ID: 56C0A2D1-E4AE

second notice to Design-Builder, and, if applicable, the surety, may include that Owner intends to terminate Design-Builder for default absent appropriate corrective action.

12.2.2 If Design-Builder fails to promptly commence and continue satisfactory correction of the default, then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable overhead, profit, and reasonable attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give Design-Builder prompt notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 TERMINATION BY OWNER FOR DEFAULT Upon expiration of the second notice for default period pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the GMP, Design-Builder shall be liable to Owner for such excess costs. If Owner exercises its rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder a detailed accounting of the costs incurred by Owner.

12.3.2 If Design-Builder files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Design-Builder or Design-Builder's trustee rejects the Agreement; (b) a default occurred and Design-Builder is unable to give adequate assurance of required performance; or (c) Design-Builder is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.3 Owner shall make reasonable efforts to mitigate damages arising from Design-Builder default, and shall promptly invoice Design-Builder for all amounts due pursuant to §12.2.

12.4 TERMINATION BY OWNER FOR CONVENIENCE If Owner terminates this Agreement other than as set forth in §12.2, Owner shall pay Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs. In addition, Design-Builder shall be paid an amount calculated as set forth below:

12.4.1 If Owner terminates this Agreement before commencing the Construction Phase, Design-Builder shall be paid for Design-Builder's Design Phase services provided to date as set forth in §7.1.2 and §7.1.3, and a premium as set forth below: [_____]

12.4.2 If Owner terminates this Agreement after commencement of the Construction Phase, Design-Builder shall be paid for (a) the Construction Phase services provided to date pursuant to §7.2.1;

12.4.3 Owner shall also pay to Design-Builder fair compensation, either by purchase or rental at the election of Owner, for all equipment retained. Owner shall assume and become liable for obligations, commitments, and unsettled claims that Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, Design-Builder shall cooperate with



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Owner by taking all steps necessary to accomplish the legal assignment of Design-Builder's rights and benefits to Owner, including the execution and delivery of required papers.

12.5 TERMINATION BY DESIGN-BUILDER

12.5.1 Seven (7) Days after Owner's receipt of Design-Builder's written notice, Design-Builder may terminate this Agreement, if the Work has been stopped for a thirty (30) Day period through no fault of Design-Builder for any one of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; or (c) Work is suspended by Owner for Convenience.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Design-Builder may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing; or

12.5.2.2 assigns this Agreement over Design-Builder's reasonable objection; or

12.5.2.3 fails to pay Design-Builder in accordance with this Agreement and Design-Builder stopped Work in compliance with §10.1.3; or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Design-Builder in accordance with this section, Design-Builder is entitled to recover from Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, Design-Builder shall be paid an amount calculated as set forth either in §12.4.1 or §12.4.2, depending on when the termination occurs, and §12.4.3.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.

13.2 DIRECT SETTLEMENT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.2.1 If the Parties execute a DRB Addendum, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2 shall be governed by that DRB Addendum.



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13.3 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties. The Parties choose mediation through:

☐ the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"), and administered by AAA.
☒ the current Mediation Guidelines of JAMS and administered by JAMS
☐ the current rules and administration by [_____].

If no box is checked the default is AAA rules and administration.

13.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

13.4.1 LITIGATION

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If not indicated, then litigation is default as opposed to arbitration.

13.4.2 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.4.3 VENUE The Project location shall serve as the exclusive venue for litigation of any dispute under this Agreement.

13.5 MULTIPARTY PROCEEDING All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

13.6 LIEN RIGHTS. Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder which Design-Builder may have under lien or bonding laws.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.



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14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly-owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute any consent reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall exclusively govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE 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.

14.7 TITLES The titles given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and 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.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 CONTRACT DOCUMENTS The Contract Documents are as follows:

(a) This Agreement.
(b) Basis of Design/Owner's Program.
(c) Owner-provided information pursuant to §3.7.4 and other Owner information identified as intended to be a contract document.
(d) The Schematic Design Documents upon Owner approval pursuant to §3.1.4.
(e) The Design Development Documents upon Owner approval pursuant to §3.1.6.
(f) The Construction Documents upon Owner approval under §3.1.7.
(g) Change Order, Interim Directives, and amendments issues in accordance with this Agreement.
(h) Other: [_____].

15.2 ORDER OF PRECEDENCE 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



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amendments to this Agreement, including Amendment 1; (b) this Agreement; (c) design documents approved by Owner pursuant to §3.1.4 through §3.1.7 in order of the most recently approved; (d) information furnished by Owner pursuant to §3.7.4 or designated as a contract document in §15.1; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of 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. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

OWNER: Gunnison County

BY: _____ NAME: Laura Puckett Daniel TITLE: BOCC-Chairperson

WITNESS: _____ NAME: Holly Perry TITLE: Deputy County Clerk

DESIGN BUILDER: Adena Corporation

BY: _____ NAME: Josh Darling TITLE: Sr. Vice President

WITNESS. _____ NAME. Mark Popovac TITLE: Regional Manager

END OF DOCUMENT.

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ADENA CORPORATION
234 N Main Street Suite3-C • Gunnison, CO 81230 • 970-707-4055

EXHIBIT A:

Schedule Approach, Project Phases & Milestones, Design Phase Budget, Notes

1. Schedule Approach

This schedule outlines anticipated project phases and milestones based on current understanding. Specific dates will be confirmed upon finalization of design and issuance of Amendment 1 establishing the GMP.

2. Project Phases & Milestones

Phase	***Description***	***Target Date / Duration***
Contract	ConsensusDocs 410 between Gunnison/Adena	May 6th, 2025
Programming & Schematic Design	Review of Owner's Program and development of schematic layout	May 2025
Design Development	Refinement of plans, system decisions, constructability input	May – June 2025
Preliminary Pricing Review	Update of project estimate based on DD drawings	Late June 2025
Construction Documents	Completion of permit-ready documents	July – August 2025
GMP Finalization (Amendment 1)	Submission of GMP based on CD set	Late August 2025
Permitting	Submit for and obtain local approvals	Concurrent with CD phase
Notice to Proceed	Issued upon approval of GMP and permitting	Early September 2025
Construction Start	Mobilization and sitework begin	September 2025
Substantial Completion	Building ready for occupancy	Winter 2025/2026 (Target)

3. Design Phase Budget (Pre-construction & Design Services):
all services required to advance the project through final Construction Documents and GMP development.

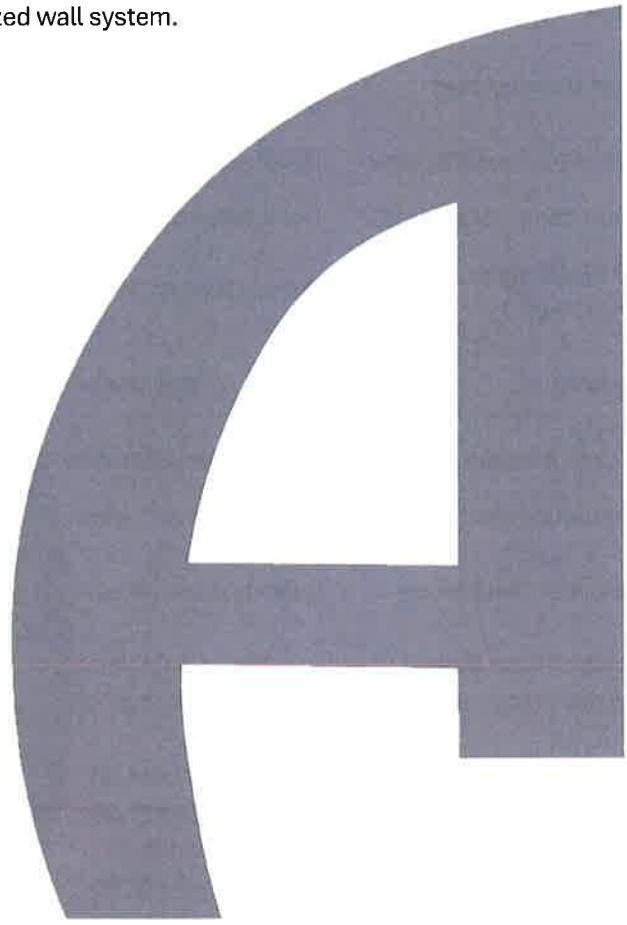
Adena Personnel & Travel:	$57,544.00
Civil Engineering (SCJ):	$38,427.00
Geotechnical Study (CMT):	$4,000.00
Architectural Design (Wellogy):	$38,000.00
Total:	$137,971.00

Cost Framework:

Estimated Construction Cost: $1,636,000 (target GMP)
Design-Builder Fee: 5%
Construction Contingency: 5%

4. Notes

- Schedule is preliminary and subject to adjustment as the design is developed and permitting timelines are clarified.
- Coordination with Wellogy Design is ongoing to finalize project scope and required jurisdictional approvals.
- Project Phases & Milestones will be updated and reissued with Amendment 1 upon GMP agreement.
- The impact of potential tariffs, supply chain fluctuations, and long-lead procurement challenges is unknown at this time, particularly as the final structural system is yet to be confirmed. Options under evaluation include a Pre-Engineered Metal Building (PEMB), a hybrid structural steel system, and integration of the Guardian "SHIELD" panelized wall system.



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EXHIBIT B:

Basis of Design/Owner's Program

1. Project Overview

Gunnison County intends to construct a new equipment storage facility at the Gunnison County Landfill. The purpose of this building is to provide secure, weather-protected storage for landfill equipment, maintenance vehicles, and support tools necessary for ongoing landfill operations.

2. Functional Requirements

- Building Type Options:
  - Single-story pre-engineered metal building (PEMB)
  - Single Story Hybrid Conventional Steel to Guardian "SHIELD" panelized system
- Approximate Size: To be defined upon completion of design; estimated 3,500 SF
- Use: Enclosed vehicle and equipment storage
- Access: At least two large overhead doors for equipment entry/exit
- Utilities: Power service, basic lighting, minimal HVAC and minimal plumbing to provide Heat only (potential hydronic in-floor heat)

3. Site Considerations

- Project will be located within the Gunnison County Landfill property
- Site access and utilities (power and road) are assumed to be available nearby
- Site grading and foundation requirements will be confirmed following Geotech review

4. Construction & Budget Parameters

- Preliminary Budget Basis: $1,636,000
- Construction Contingency: 5%
- Design-Builder Fee: 5%
- The Guaranteed Maximum Price (GMP) will be established once design documents are further developed, and permit-level drawings are available.

5. Project Schedule

- Start of Construction: TBD upon execution and design completion
- Targeted Substantial Completion: Winter 2025
- Project Milestones: To be included in Exhibit A (Preliminary Schedule)

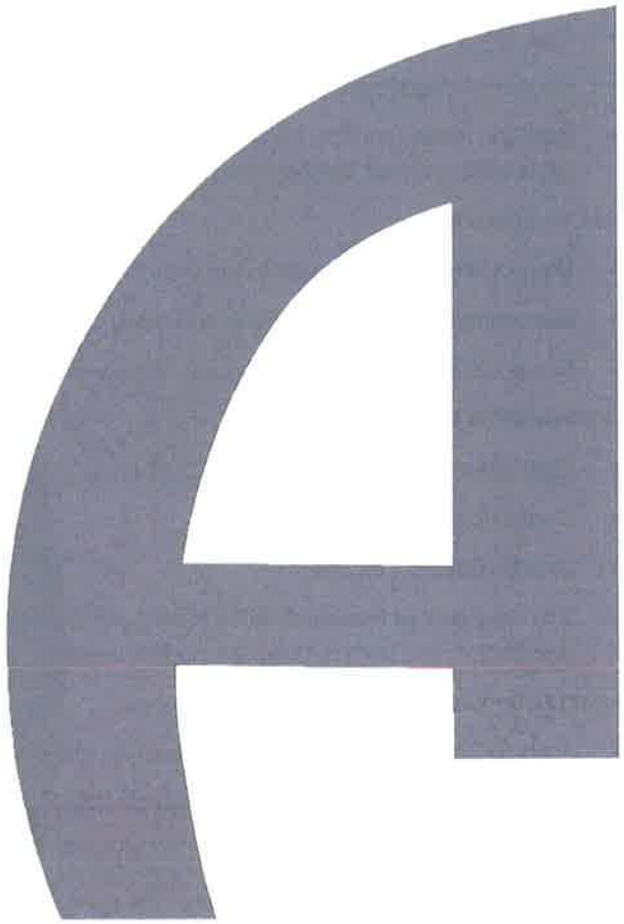
6. Design Objectives

- Durable and low-maintenance building materials suitable for landfill environment

- Efficient, value-driven design focused on utility and longevity
- Compatibility with adjacent landfill operations and site constraints

7. Design

- Wellogy Design has been selected as the architectural firm of record for this project, replacing the originally proposed MPG due to unforeseen circumstances.
- The project will use the schematic design dated January 20, 2025, as the initial conceptual design.
- Gunnison County shall retain full ownership of the final construction documents and all associated design materials. The County shall have the explicit right to use these documents in whole or in part for future projects.



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Next Level Drivin

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Contract for drivers education offered in Spanish.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of May, 2026 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and Next Level Driving Academy, whose address is 12021 Pennsylvania St. Ste 203, Thornton CO 80241 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Youth and Adult Drivers Education Courses and Driving Tests
("Services").

☐ If this box is checked, the Services are 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 April 30, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

☐ If this box is checked, execution of this Agreement will assist the County with its

delivery of high quality services to youth strategy 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 fifteen thousand dollars and No/100 U. S. Dollars ($15,000). 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.

☐ If this box is checked, the term of this Agreement is for more than one (1) year. Accordingly, this Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

5. INSURANCE.

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

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million U.S. Dollars ($2,000,000.00) 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 One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars ($2,000,000.00) 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 One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars ($2,000,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). The provisions of this Paragraph 5 requiring the County to be named as an additional insured shall not apply to Professional Liability Insurance, unless otherwise expressly agreed to in writing by the parties.

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. The failure of Gunnison County to specifically enforce this Paragraph 5 shall not be deemed a waiver of the requirements of this Paragraph.

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 arising out of or related to 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. If Contractor is a government entity, the obligation of this Paragraph 7 shall not be deemed an indemnity, but the remaining obligations, including but not limited to the obligation to defend the County at Contractor's expense, shall continue to apply.

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, 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, federal immigration enforcement action, federal armed forces deployment, federal or state government failure or refusal to provide grant or other funding to the County, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by a communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force majeure event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally, by commercial courier 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
With a copy to:	Gunnison County Attorney 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Next Level Driving Academy 12021 Pennsylvania St. Ste 203 Thornton, CO 80241

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

☐ If this box is checked, the parties stipulate and agree that the County Manager has the authority to execute this Agreement on behalf of Gunnison County
COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

CONTRACTOR

By: _____
Its: OWNER

STATE OF Colorado
COUNTY OF Adams)ss.

The foregoing instrument was acknowledged before me this 10th day of March, 2026 by Eduardo Balderas, as Owner of Next Level Driving Academy.

My commission expires: 3/23/26

SEAL

LISA SPATAFORE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19984001230
MY COMMISSION EXPIRES MAR 23, 2026

Notary Public

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Grant

Action Requested: Other Retro - Approval

Parties to the Agreement:

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

Summary:

This is a grant to support Program Quality Improvement for Parents As Teachers

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/4/2026

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

Comments:
Legally sufficient. SO 3/4/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/4/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

My applications → Preview application

Program Quality Improvement

Gunnison County HHS Parents As Teachers

Back

I confirm that I meet the eligibility criteria for this grant

✓

Affiliate Name and ID (Both must be included)

Gunnison County 16682

Person completing the application:

Shonna Gray

Email of the person applying for the grant

sgray@gunnisoncounty.org

Enter your state. Use the two-letter abbrieviation. If you are an international affiliate, please enter full name of country.

co

Enter your city

Gunnison

Enter the project area, such as county(ies), city(ies), or zip codes that the project will impact.

Gunnison & Hinsdale County

What is the funding level you are applying for?

$50,000

What is the main goal or objective of the proposed project and what community, or programmatic need do you plan to address?

The main goal and objectives for this project is Program Quality Improvement. This would include supporting staff to make sure they have the trainings needed, and support in order to show up in the best way they can in order to support their clients. This would include staff support for updating their workspace, and supporting them attending conferences as well as other networking opportunities. This also includes growing our group connections with our families.

Explain methods used to determine the need of the project. Describe how you addressed the needs of the community during your process.

Our agency has been working with the Colorado Department of Early Childhood to create a Child Maltreatment Prevention plan for our community. Through this planning process, several community partners were involved and it was found that the area the community wanted to focus is parent support. This includes home visiting programs, respite care for parents, and parent education. This was a big step in supporting the start of our Parents As Teachers program here in our community. We have been doing this work for a couple of years now, and are ready for the next bolster of support for continued education and support for parents. This includes regular education as well as space to support parents developing a sense of community. We have identified and worked on developing classes with older kids, and are looking to expand our Group Connections and open them up more to the community. We see this as an opportunity to market Parents As Teachers as well as support families that are not ready for a two year commitment or perhaps fall just outside that age group but are looking for connection points and a space to learn.

Our program is in it's 3rd year, and has entered the Quality Endorsement Improvement Process (QEIP). This funding will allow the time and space for staff to give this process the time and energy it needs to make sure we are offering this program at the highest level we can. We plan to do this by supporting hours for the PAT staff involved to give this work the time it needs to be done well.

Provide a brief summary of the project's significance and potential impact.

This project will help bolster the morale of the Parent Educators, and help support their professional development. This project will also support the community through continued education and opportunities to seek education. This will also create an opportunity for parents in our community to develop bonds and support the development of their children in a "non-committal" space. This project

will support community members interest in being apart of the community advisory board and be active in future projects around Child Maltreatment Prevention. This project supports the work to make sure we are able to successfully complete our first round of the Quality Endorsement Improvement Process (QEIP) round.

What specific activites or tasks will be undertaken as part of the project? Incude a timeline.

1. We plan to support group connections to broaden them beyond just enrolled families. We would like to make this more of a lunch and learn or space for other families to come and learn as they need. We would like to partner and collaborate with other community stakeholders such as preschools and the local library to host these events starting the fall of 2026

2. We plan to support the growth of the parent educators through training and some staff retention strategies. This will help with program quality improvement due to them being able to show up with support and have the ability to serve their clients with updated technology through attendance of conferences in fall of 2026 or spring of 2027 and starting a Lactation Course in the fall of 2026.

3. We plan to apply for miechv funding and find other means of sustainability with this funding which will also support program quality improvement when the application opens in the spring of 2026.

4. We plan to work to bring community members into our Community Advisory Board to grow and assess the further needs of our community with education and basic needs support by the fall of 2026.

How will the success of the project be measured?

1. We will successfully complete the Quality Endorsement Improvement Process.

2. Completion of Certified Lactation Counselor Education as well as attendance of 1 conference and other identified education need by staff by spring of 2027.

3. Host 5 Group connections that are specifically opened to other members of the community throughout the 2026/2027 school year.

4. Successfully apply and implement MIECHV funding to our program and show a need based on our enrollment numbers.

5. have an increased attendance of group connections to an average of 60% of family attendance.

6. Meet the standards necessary to pass the 2026 Annual Performance Review.

What are your plans for sustainability?

Our plans for sustainability are to continue to work with our community collaborators to keep this work going at a bigger level and keep engagement. We have been exploring opportunities for Medicaid reimbursement for Parents As Teachers Services. We have support for this program through or Board of

> County Commissioners, and will work to continue to show a need for these services and the positive impact it is having on our community.

Provide a budget narrative of how the funds will be allocated to different budget areas. (Please insert dollar amounts in the following questions below. (Enter a 0 if budget category is not applicable to your project.)

> The budget will be allocated to staff time (hourly + Fringe - Fringe includes holiday pay, retirement, insurance benefits, PTO) - this is staff time for Parent Educators.
>
> It will also be allocated for meetings and events, this includes events held by the PAT team as well as registration for conferences.
>
> Supplies include incentives for families to attend the group connections, office supplies to update the workspace of the parent educator. This also includes supplies to bring to home visits such as books and other parent interaction supplies. Lastly, this includes printing supplies for marketing
>
> Travel includes mileage for home visits as well as travel to the international Parents As Teachers Conference in Oregon in the fall of 2026.
>
> Professional Development Training includes one of the parent educators taking the Certified Lactation Counselor Course and test.

List the funding amount for Professional Development or Training.

> Total: $3,800. This includes funding to support attendance for the 2026 Parents As Teachers Conference in Oregon. This also includes Attendance of Public Health in the Rockies, which often has great opportunity for connection and networking for Early Childhood Education. Lastly, this includes funding to support 1 parent educator to become a Certified Lactation Counselor.

List the funding amount for Materials and Supplies.

> 11,500 (this includes Staff Stipend supplies, as well as publication costs)

List the funding amount for Staff Stipends.

> 1500 (included in the supplies)

List the funding amount for Publication costs.

> 1,000 (included in overall supplies cost)

New fieldList the funding amount for Travel costs.

> $2,000
>
> Mileage for home visits and travel to conferences/education
>
> hotel costs and meal costs
>
> Flight costs for PAT conference in Oregon.

Other costs. Be specific.

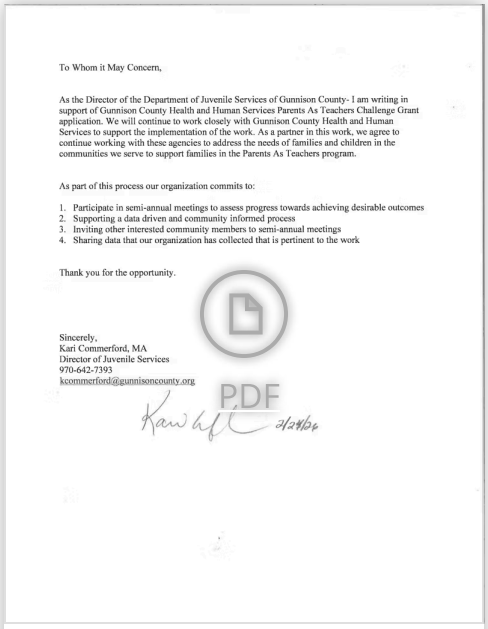
> 0

I have uploaded the required number of Letters of Support.

> Yes

I agree to submit a report about the funded project to Parents as Teachers by July 15, 2027.

> ✓



To Whom it May Concern,

As the Director of the Department of Juvenile Services of Gunnison County- I am writing in support of Gunnison County Health and Human Services Parents As Teachers Challenge Grant application. We will continue to work closely with Gunnison County Health and Human Services to support the implementation of the work. As a partner in this work, we agree to continue working with these agencies to address the needs of families and children in the communities we serve to support families in the Parents As Teachers program.

As part of this process our organization commits to:

1. Participate in semi-annual meetings to assess progress towards achieving desirable outcomes
2. Supporting a data driven and community informed process
3. Inviting other interested community members to semi-annual meetings
4. Sharing data that our organization has collected that is pertinent to the work

Thank you for the opportunity.

Sincerely,
Kari Commerford, MA
Director of Juvenile Services
970-642-7393
kcommerford@gunnisoncounty.org

[1950_001.pdf (38 KiB download)](#)



Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

W-9 Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gunnison County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) *
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☑ Other (see instructions) * Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 3
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)
200 E Virginia Ave

6 City, state, and ZIP code
Gunnison, CO 81230

7 List account number(s) here (optional)

Print or type See Specific Instructions on page 3

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 8 4 - 6 0 0 0 7 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here — Signature of U.S. person * Jody Wise — Date * 03/03/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

[W9 signed 3.3.25.pdf (215 KiB download)](#)

Back

Parents as Teachers Challenge Grant 2026

Organization Name:	Gunnison County Health and Human Services		
Start Date:	7/1/2026	End Date:	6/30/2027

Part 1: PROJECTED EXPENSES	Year 1 (Months 1 - 12)		
	Grant Request		Total Budget
Personnel Expenses			
Salaries	24,000		24,000
Benefits and Taxes	10,200		10,200
Subtotal Personnel	34,200		34,200
Project Expenses			
Contracted Services			0
Meetings & Events	1,500		1,500
Supplies	11,500		11,500
Travel	2,000		2,000
			0
			0
			0
Subtotal Project Expenses	15,000		15,000
Other Expenses			
Professional Development Training	800		800
Other (specify in narrative)			0
Other (specify in narrative)			0
Subtotal Other Expenses	800		800
SUBTOTAL EXPENSES	**50,000**		**50,000**
TOTAL EXPENSES	**50,000**		**50,000**

BUDGET FORM - Part 2: NARRATIVE

EXPLANATION OF EXPENSE ITEMS: {Use Continuation Sheet tab for additional space}

Amount	Category	Narrative Description
	PERSONNEL & PROJECT EXPENSES	
$ 24,000	Salaries	This includes both parent educators: Sydney and Migeeli
$ 10,200	Benefits and Taxes	This includes the fringe benefits of their salaries, which includes PTO, health insurance, holidays, etc.
$ -	Contracted Services	None
$ 1,500	Meetings & Events	This includes conferences for them to attend
$ 2,000	Supplies	This includes supplies for supporting families as well as office supplies for the team.
$ -	Travel	This includes mileage for home visits as well as travel to conferences and other trainings.
$ -	$ -	
$ -	$ -	
	OTHER EXPENSES	
$ 800	Professional Development Training	This will include a class for 1 of my parent educators to become a Certified Lactation Counselor to support Breastfeeding
$ -	Other	
$ -	Other	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: ESC Partner (Gunnison County/GV-HEAT) – Reimbursem

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Energy Smart Colorado and Gunnison County

Term Begins: 1/1/2026 **Term Ends:** **Grant Contract #:**

Summary:

Energy Smart Colorado (ESC) assists Gunnison County/GV-HEAT to develop and implement energy efficiency programs as it provides technical, marketing, program, and staff support as well as workforce development opportunities. A reimbursement schedule details payments to Gunnison

Fiscal Impact: $21,000 in income and $4,000 in expenditures

Submitted by: Gesa Michel **Submitter's Email Address:** gmichel@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

ESC Partner (Gunnison County/GV-HEAT) – reimbursement schedule and processes - 2026 Tri-State and Atmos Energy contracts and EECBG award with Energy Smart Colorado

Energy Smart Colorado (ESC) provides this memorandum to its Energy Smart Colorado Partners (ESC Partner) to assist in ESC's implementation of utility sponsored contracts and to participate in its award from the Department of Energy, Energy Efficiency and Conservation Block Grant (EECBG). This addendum covers the expectations and reimbursement schedule for Tri-State, Atmos Energy and EECBG contracts through December 31, 2026.

Home Energy Assessments

The Energy Smart Colorado energy assessment is a comprehensive evaluation of a home's performance in energy efficiency, comfort, health and safety. The assessment shall be conducted by a currently certified BPI Building Analyst-Professional or RESNET HERS Rater with combustion appliance zone certification. On-the-spot installation of energy conservation measures (quick-fix items) may be included and a comprehensive assessment report shall be generated specific to each household.

The assessment report shall detail the health and safety of a home's combustion appliances, results of diagnostic air-sealing tests, as well as recommended energy improvements and their return on investment, including conservation measures related to air sealing, insulation, lighting, windows and doors, heat tape, HVAC equipment, and appliances.

To meet Energy Smart Colorado requirements, the Home Energy Assessment and the respective report generated shall include:

- Collection of previous 12 months of energy consumption and baseline analysis
- Visual inspection of building envelope features (windows, doors, insulation, ducts) and exterior wall observations
- Description of heating, cooling and ventilation equipment, characteristics and ages
- Description of appliance and lighting characteristics
- Identification of comfort complaints
- Identification of visible moisture issues
- Identification of visible or detectable health and safety issues
- Inspection of attic areas and crawlspaces or basements when accessible
- Utilization of sensor to check gas appliances for gas leaks
    - All accessible gas lines should be checked for leaks as per BPI standards
- Use of thermal scans to highlight air infiltration around electric gaskets, entry door, top plates, can light, fireplaces, and/or windows, and other air leakage locations
- Compliance with *ANSI BPI-1200-s-2023 Standard Practice Basic Analysis of Buildings* standards for completing an energy audit, including diagnostic testing, full infrared imaging, blower door testing, and duct leakage testing
- Compliance with *ANSI BPI-1200-s-2023 Standard Practice Basic Analysis of Buildings* for Combustion Appliance Zone testing including worst case draft test, flue gas analysis (when possible), gas leak detection, and flue pipe inspection
- Compliance with BP-2400-S-2015 standard practice for standardized qualification of whole-house energy savings predictions by calibration to energy use history
- Use of a computer program to determine and provide energy savings recommendations for the home with respective savings-to-investment ratio

Insurance

At all times during the term of this Agreement, GV-HEAT and its respective analysts shall maintain in full force and effect the following insurance:

Insurance Type	Coverage Minimums
☐ Workers Compensation/Worker's Comp Waiver	$500,000
☐ Comprehensive General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
☐ Automobile Liability	$500,000 per occurrence

Participant Cost

Participants served by Atmos Energy do not incur a copay for the assessment to be completed in their home.

For households not served by Atmos Energy and that identify as under 150% Area Median Income (AMI) or as a Community Priority Participant (CPP), support will be allocated from ESC's Energy Efficiency and Conservation Block Grant (EECBG) funds to offer the assessment for $100 or less.

Community Priority Participant (CPP) types include active military, childcare staff, essential workers, first responders, firefighters, police, ski patrol, front-line lodging staff, local government employees, nonprofit employees, restaurant or retail staff, teachers, school district employees, and/or residents of workforce housing or deed-restricted homes.

Payments to Gunnison County/GV-HEAT

Home Energy Assessments

For each home served, the following allocation(s) will be applied by ESC to Gunnison County/GV-HEAT

- $800 for the home energy assessment in a home served by both Atmos Energy and a Tri-State member co-op (in this case, Gunnison County Electric Association (GCEA))
- Or $400 for the home energy assessment in a home served by Tri-State (GCEA) and not by Atmos Energy
    - *In either of the above scenarios, for households that also identify as under 150% or as a CPP, an additional $100 in support will be allocated from Tri-State funds*
- Or $400 for the home energy assessment in a home served by Atmos Energy (and not by a Tri-State co-op, i.e. City of Gunnison Electric)
    - *For City of Gunnison Electric households that also identify as under 150% AMI or as a CPP, an additional $100 in support will be allocated from EECBG funds*

Direct Install Measures (Quick Fixes)

To qualify for the above assessment reimbursement, natural gas fueled direct installs must be completed in each home served by Atmos Energy, with no limit on the total direct install measures fueled by natural gas. For GCEA homes, direct install measures will be reimbursed for items installed on electrically or propane fueled equipment. Other direct install measures may be reimbursed by ESC when installed in CPP (or under 150% AMI) homes.

Direct installs will be reimbursed at the following rates, as applicable by utility provider and fuel source

- When measures are on electrically or propane fueled equipment, and are GCEA customers
- When measures are installed on natural gas fueled equipment, and are Atmos Energy customers
- If neither of the above apply, the household must qualify as CPP or under 150% AMI to be reimbursed for the quick fixes installed
    - Direct install measures will be reimbursed at the material and labor costs below:

Item	Unit Cost	Labor*	Total
LED Bulbs (limit of 10 per home)	$ 3.00	$ 3.00	$ 6.00
Furnace Filter Whistle	$ 5.00	$ 10.00	$ 15.00
Sink Aerator	$ 4.00	$ 10.00	$ 14.00
Pipe Insulation (per 6' segment)	$ 8.00	$ 10.00	$ 18.00
Low-Flow Showerhead	$ 10.00	$ 15.00	$ 25.00
Shower Timer	$ 50.00	$ 10.00	$ 60.00
Programmable Thermostat (line volt)	$ 125.00	$ 125.00	$ 250.00
Weatherstripping (per door)	$ 25.00	$ 75.00	$ 100.00
Hot Water Heater Blanket	$ 45.00	$ 75.00	$ 120.00
Thermostat Setback		$ 20.00	$ 20.00
Water Heater Setback		$ 20.00	$ 20.00

**If ESC has provided Quick Fix materials to the assigned analyst(s), ESC will reimburse ESC Partner based on the labor costs indicated. Labor costs are calculated by Salesforce in "QF Labor N" when quantities are entered in QF Details in the Residential Assessment object.*

- Total labor costs are indicated in "QF Labor N"

Mileage Reimbursement

For all households served by a Tri-State member co-op, when an analyst travels over 40 miles round trip to complete the home energy assessment, the entire mileage of the round-trip travel can be reimbursed at the current federal IRS mileage rate ($0.725 for 2026.) Mileage shall be calculated and recognized in "Additional Assessment Cost" and "Additional Cost Description" in the Salesforce Residential Assessment object.

Reimbursement Payment Process

ESC Partner will be reimbursed by ESC through the following workflow procedures:

- Participants enroll/request energy assessment through Formstack residential enrollment form
- ESC Partner completes the following steps:
  - Set Salesforce Account Stage to "Analyst Assigned"
  - Designate selected Analyst in Salesforce under "Analyst Information" section
  - Confirm and/or obtain electric utility and natural gas utility account names and account numbers and track in Salesforce in "Utility Information"
  - If applying EECBG funds, complete applicable fields in Income Qualified Information in Salesforce account record
    - Income is verified as ≤150% AMI for Gunnison or Hinsdale County
      - See Salesforce SOP, "Account - Calculating % AMI by County" for verification procedures using tax documentation
      - See Salesforce SOP, "Account - Verifying % AMI by Census Tract Map" for verification using household address and census tract map
    - Community Priority Participant Type may be verified by obtaining
      - A recent pay stub
      - A letter from employer on organization letterhead stating current employment
      - A copy of driver's license or military id (for active military), or
      - The home's deed restriction or documentation confirming workforce housing

        - See Salesforce SOP, “Account & RA-Tracking for EECBG Award Reimbursements”
        - Apply discount amount in “ES Assessment Rebate” in Residential Assessment Payment Section in Salesforce and provide details in “Program Discount Description” on the amount of EECBG discount applied, particularly if stacking with other funding sources
        - Set payment code to EECBG, unless other sources of funds need to be applied in the payment code
            - See Salesforce SOP, “Account & RA-Tracking for EECBG Award Reimbursements”
            - If direct installs are made, QF Labor costs may need to be added to the ES Assessment Rebate discount amount after assessment is completed
- Analyst completes the following steps:
    - Energy Smart’s Formyoula tool or OptiMiser is used during or following assessment to record key information obtained, including blower door test results, heating fuel type, hot water system fuel type, as well as recommendations for the household, and notes any direct installs made or left with the customer
        - These details load from Formyoula’s report or invoice directly into Salesforce
            - Quick Fix installations may need to be manually populated in Salesforce – or ESC can provide access to the Formyoula quick fix submission form
    - Completed Home Energy Assessment Report is shared by email with customer
        - Partner determines if Analyst or ESC Partner is sharing this report with customer
- ESC Partner populates direct installs in Salesforce and submits as “Assessment Complete”
- ESC Partner saves each assessment report in applicable Dropbox folders:
    - ESP Dropbox\Utilities\Tri-State\2026 Assessment Reports
    - ESP Dropbox\Utilities\Atmos Energy\2026 Assessment Reports
- ESC Partner submits quarterly invoice to ESC for reimbursement
    - Alternatively, ESC can provide ESC Partner a draft invoice that may be signed and submitted to ESC

Additional Compensation to GV-HEAT

To support enrollment and verification processes and the completion of each of the above workflow steps, ESC will apply EECBG capacity building support to GV-HEAT as follows:

- $100 on each assessment completed in a ≤150% AMI or CPP household
- $25 on each assessment completed in a ≤150% AMI or CPP household that also includes direct installs

Reporting to Tri-State and Atmos Energy

Within 10 days of the close of each calendar quarter, ESC will use Salesforce to generate a draft report of the assessments performed and direct installs completed that prior calendar quarter. The report will be based on all those accounts with an Assessment Date in the prior calendar quarter and Residential Assessment stage indicated “Assessment Complete” (or a later stage) in Salesforce.

The report will include the following information for each assessment:

- Assessment Date
- ESC participant ID #
- Account Name
- Service Address
- GCEA/Atmos Energy account name
- GCEA/Atmos Energy account number

- Household ≤150% AMI
- Community Priority Participant Type
- IQ (CPP) Verified
- IQ (CPP) Verified Date
- % AMI by County
- Account Notes
- Building Type (single family, townhome, condominium, etc.)
- Square Footage
- Year Built
- Heating system fuel type
- Hot water system fuel type
- ES Assessment Rebate
- Payment Code
- Program Discount Description
- Direct installs completed
- QF Labor
- kWh savings calculated for measures installed
- Mileage reimbursement by tier

ESC will share the draft report(s) with ESC Partner to confirm all the quarter prior's assessments performed and direct installs made are reflected in the quarterly report. Partner will have up to five business days to confirm and adjust the inputs to properly reflect the assessments completed and measures provided are in the quarterly report. ESC Partner will be responsible for obtaining the electric and natural gas account names and account numbers if not already entered in Salesforce.

Once ESC confirms the draft report with each ESC Partner, ESC will compile the quarterly report to Tri-State and Atmos Energy on behalf of all its Partners working in Tri-State and/or Atmos Energy territories.

A draft invoice will be offered to ESC Partner. ESC Partner may then use the draft invoice provided by ESC to request reimbursement from ESC for the assessments and direct installs completed that prior quarter. A signature by a representative of the ESC Partner on the draft invoice will execute the invoice for payment submission from ESC to the ESC Partner. ESC Partner may also use its own accounting system to submit a quarterly invoice to ESC.

ESC will issue reimbursement to ESC Partner within three to four weeks of receipt of invoice.

EECBG Weatherization and Electrification Rebates

≤150% AMI or CPP households are also eligible for up to $2,000 in rebate funds to complete weatherization (air sealing and insulation) measures as recommended by the home energy assessment report. Following weatherization improvements, up to $2,000 is also available for electrification improvements, up to $4,000 total per household. Electrification improvements may include a cold climate heat pump, a heat pump water heater and/or an electrical panel upgrade, if recommended in the assessment report. These rebates may be awarded to the ESC Partner or directly to the household or to a sole proprietor contractor.

See Salesforce SOP, "ES Retrofit - EECBG funding - tracking rebates to EECBG" for qualifications and steps that must be followed by the household and ESC Partner to qualify the rebate awards.

The following workflow procedures will enable the EECBG rebate to be awarded:

- Once the project is completed, household uses ESC's residential rebate application form to apply for the rebate, uploading the receipts and invoices for the project to the form submission
    - If pre-approval is preferred by the household to confirm the project will qualify for the rebate, the pre-approval form may be completed. This is not necessary, but may provide assurance to the qualifying household that the funds are committed for the project.
- Once the rebate application is submitted by the household, ESC Partner
    - Receives notification of the application via email from Formstack
    - Merges ES Retrofit containing rebate application details with Account in Salesforce
        - See Salesforce SOP, "Account - Merging Records in Salesforce"
    - Confirms 10% air leakage reduction, or NACH ≤0.35 on air sealing
        - If a post-blower door test is required, $100 in EECBG funds may be awarded
            - The blower door test-out reimbursement form shall be completed by the analyst or ESC Partner to request the $100 reimbursement
    - Calculates energy savings and tracks in "Savings Information" in ES Retrofit object
        - See Salesforce SOPs, "ES Retrofit - Calculator Air Sealing & Insulation Savings" and "ES Retrofit - Rebates, Calculating and documenting energy savings for Residential Rebates"
    - Indicates EECBG in ES Retrofit "Rebate 5"
    - Calculates amount of EECBG funds applicable to the air sealing and/or insulation cost (up to $2,000; rebate may not exceed cost of the improvements)
        - Indicates calculated amount of EECBG funds in "Rebate 5 Amount"
    - Sets Retrofit Stage as "Rebate Pending"
- At a later date, or in conjunction with the weatherization rebate, the household may also apply for and be eligible for an electrification rebate (up to $2,000)
    - Similar process as above applies
- On a monthly basis, ESC will
    - Review applications in which "Rebate Pending" is indicated
    - Confirm completeness of ES Retrofit object
    - Indicate to ESC Partner if additional details are needed
    - Set Retrofit Stage to "Rebate Payment Submitted" once all details are confirmed
    - Submit rebate payment request to reimburse ESC Partner, household or contractor (if payment to contractor is indicated)
        - ESC Partner/Households/Contractors can expect payments to be made within three to four weeks of rebate approval
- Additionally, ESC will reimburse ESC Partner $100 for each rebate completed, which will be incorporated on the quarterly assessment reimbursement

Additional Support Available through Tri-State and/or EECBG Funding

Workforce Development

In addition to providing direct support for assessments, direct installs, and income verification, ESC can support training opportunities, scholarships, energy testing equipment purchases and reimbursements to meet the needs of the energy efficiency contractor workforce serving ESC territories.

Partial scholarship reimbursements may be allocated for contractors and analysts serving ESC programs to maintain or obtain their Building Performance Institute (BPI) or RESNET Home Energy Rating System (HERS) Rater certifications through training, exams, or continuing education courses.

Additionally, certified BPI Building Analysts, RESNET HERS Raters and contractors supporting ESC Partners through energy assessments or retrofits may apply for partial reimbursement to purchase, maintain, calibrate and/or upgrade energy testing equipment.

Contractors and analysts who need to travel to and/or attend continuing education courses, conferences, and trainings sponsored by other organizations such as but not limited to electric and gas utilities, manufacturers, and energy efficiency or building performance trade associations may apply to ESC for support. Partial reimbursement may be reimbursed at current GSA per diem rates for lodging and current IRS rates for mileage traveled to participate in approved in-person, in-state trainings.

ESC's reimbursement request form shall be used to request partial reimbursement for eligible expenses.

Marketing, Outreach and Engagement

ESC's Engagement and Outreach Manager is available to support the development of marketing materials, bilingual engagement and translation, as well as in-person presence and support for events hosted by ESC Partners. Marketing and Outreach support may include

- Interpretation, snacks, and beverages provided at in-person outreach and training events
- Translation of marketing materials and energy assessment reports into Spanish
- Bilingual campaign templates, including social media, digital media, blog posts, print and radio campaigns to enhance energy assessment enrollments and retrofits performed
- Bilingual website recommendations/checks for Spanish-forward landing pages
- The purchase of nametags, branded tablecloths, and other shared promotional materials
- Material reviews to ensure culturally relevant communications
- In-person presence and cross promotion of ESC Partner events through ESC social media
- Recurring check-ins to identify current marketing support needs

Many marketing materials are currently available in ESC's Marketing Toolkit. Additional offerings and details are found in the ESC-Partner Marketing Onboarding Document. Schedule with Estefania Estefania@EnergySmartColorado.org to visit about any of the topics above, or to propose a new project.

Acceptance

This agreement is provided on March 2, 2026 for implementation throughout 2026.

Date _____

Signed _____

By _____
(Name, Title)
Gunnison County/GV-HEAT



Kasey C. Provorse, Executive Director
Energy Smart Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2026 Partnership Agreement with Gunnison County/GV-HEAT

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Energy Smart Colorado and Gunnison County

Term Begins: 1/1/2026 **Term Ends:** **Grant Contract #:**

Summary:

Energy Smart Colorado (ESC) assists Gunnison County/GV-HEAT to develop and implement energy efficiency programs as it provides technical, marketing, program, and staff support as well as workforce development opportunities. A reimbursement schedule details payments to Gunnison

Fiscal Impact: $21,000 in income and $4,000 in expenditures

Submitted by: Gesa Michel **Submitter's Email Address:** gmichel@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015



2026 Partnership Agreement with Gunnison County/GV-HEAT

Energy Smart Colorado (ESC) assists rural communities develop and implement energy efficiency programs to help residents and businesses save money and reduce greenhouse gas emissions while also supporting local economic development. The network works on the idea of Collective Impact and that by working together and sharing resources, the group can have a larger impact.

Each Partner in the ESC network provides residential (and in some cases small business) energy efficiency services, which may include education, energy assessments or walk-throughs, energy advising, workforce development, and access to financing and financial incentives, in a pre-determined service territory, primarily defined by County or Town/City or utility boundaries.

Key services provided by Energy Smart Colorado to each Energy Smart Partner include

Technology and Program Tools. ESC has established an integrated platform of software services which include a consistent field assessment tool, a robust data management system, and automated processes that allow a community to offer home and business energy assessments, rebate energy efficiency and electrification improvements, project energy use reductions, identify cost savings, determine payback periods, and model avoided emissions.

Marketing Support and Public Education. ESC provides brand-recognized marketing templates for each participating community. This includes a central website, electronic enrollment forms, social media posts, assistance with flyers, advertisements and seasonal campaigns. Participating communities conduct public education through local avenues using ESC shared resources.

A Network of Support. ESC establishes avenues of communication between communities through monthly team calls, email, and an annual in-person partner summit. Expertise from similar communities can be invaluable in developing and enhancing each community's program implementation as Partners build on the success of neighboring Partner communities.

Community Program Support. ESC assists with utility conversations, presentations to local government agencies and funders, where needed, to enhance the local program. ESC collaborates with Partners on federal and state grant opportunities to further local and statewide climate action goals and to develop regional programs that reduce greenhouse gas emissions and that stand a stronger chance of funding due to the larger geographic impact of the ESC Partner Network.

Direct Staff Support. ESC provides one-on-one training to onboard new program staff and analysts in Energy Smart's software, marketing and assessment tools. Procedure documents assist program managers follow shared protocols and increase efficiency in program delivery. Continual troubleshooting on form integration, notifications, and back-end workflow rules is provided.

Workforce Development. Partial reimbursement funding and scholarships are provided to local program managers, analysts and contractors to attend trainings, purchase energy testing equipment, and obtain and/or renew certifications required of the energy assessment programs. Additionally, stipends are offered to cover mileage and lodging expenses for travel within Colorado.

Partnership Contribution

For its 2026 membership to ESC, Gunnison County agrees to contribute to ESC a $2,500 annual partnership fee plus additional expenses, if incurred, as indicated in "Potential Shared Costs" below.

Platform of Software Services Included

Energy Smart will provide each Energy Smart Partner (ESC Partner)

- The ESC website which incorporates current programs and shared enrollment forms
- Branded inclusion in **ESC's Formstack forms** to enroll households and businesses interested in receiving energy assessments and to accept rebate applications. These forms include
  ESC Residential Enrollment — ESC Residential Rebate
  ESC Small Business/Nonprofit Enrollment — ESC Commercial Rebate
- **Integration** of customer data submitted through Formstack forms into Salesforce database
- Access to **ESC's Salesforce database** to track assessment requests, progress on these audits, direct installs made, rebate applications, rebate awards, and estimated energy savings
- The update and upkeep of **Conga Composer merged documents** including reimbursement payment forms to analysts and participants, assessment report templates, and utility billing
- **ESC's Formyoula tool** (provided to designated Building Analysts) to complete energy assessments and to provide a comprehensive assessment report to customers, as well as
  - Development of and updates to an ESC/Formyoula user guide with FAQs
  - Ongoing improvements to assessment report templates and integration with Salesforce
  - **OptiMiser energy modeling integrated** with Formyoula input values
- Access to **OptiMiser** (as requested) for home energy assessment reporting, including
  - Training on the use of OptiMiser for assessment reporting and energy modeling
  - The development of OptiMiser report templates applicable for each community
  - Integration of OptiMiser reporting with ESC Salesforce
- The development of **automated processes** within these software programs to notify Partner of assessment requests, assessment report generation and rebate applications
- The **development of reports** specific to the community's assessments completed, direct installs provided, and energy savings modeled from the Salesforce database
- Access to **ESC's Dropbox folders** and cloud-based storage services that include shared resources like marketing campaigns, analyst work agreements, training resources and program delivery information
- Ongoing training and access to **Canva** for shared marketing campaigns

Reimbursement and Direct Support Opportunities

Energy Smart Partners are eligible to apply for support from ESC through several programs, including

Workforce Development

Energy Smart analysts, contractors and program managers are eligible to apply for partial reimbursement on trainings, exam and equipment costs as well as mileage and lodging to travel within Colorado to conferences, trainings and workshops related to clean energy. To receive scholarship funding, a reimbursement request form must be completed and approved by ESC in advance of traveling or purchasing training, exams or equipment.

Utility Contracts

Energy Smart Colorado has established contracts with

- **Atmos Energy** (to complete direct installs in conjunction with home energy assessments in Atmos Energy served homes)

- **Holy Cross Energy** (to perform residential assessments and to perform direct installs in Garfield, Eagle and Pitkin Counties)
- **San Isabel Electric Association** (to implement a USDA REAP grant for small business assessments, currently valid through April 2026, with potential for extension)
- **Sangre de Cristo Electric Association** (to perform residential assessments and complete direct installs in Chaffee, Lake, Custer, Fremont and Saguache Counties)
- **Tri-State Generation & Transmission** (to match USDA grant for small business assessments, to offer assessments to non-profits, and to provide discounted residential assessments and complete direct installs in Tri-State member coop territory)
- **Yampa Valley Electric Association** (to perform residential assessments and to perform direct installs in Moffat and Routt Counties)

Separate agreements will be provided to ESC Partners serving a territory covered by a utility contract.

Staff and Organizational Capacity Building

Energy Smart Colorado is implementing an Energy Efficiency and Conservation Block Grant (EECBG) awarded by the Department of Energy. This three-year grant award runs from October 2024 through September 2027, with potential for a one-year no cost extension.

Through the three-year EECBG award, ESC seeks to

- Provide financial support for assessments and retrofits for low-to-moderate income (LMI) residents (qualifying as under 150% area median income or as a Community Priority Participant (CPP))
    - Increase energy efficiency in 1,200 LMI homes, cutting utility costs by 20%
- Grow the number of energy-focused skilled trades jobs by 20 to 30% in each community

To meet the above goals, staff support and reimbursement will be offered to each ESC Partner to augment capacity to increase LMI/CPP household enrollments, bring down the cost of home energy assessments, offer weatherization and electrification rebates to households, and/or enable organizations to provide hands-on support to reduce the barriers to making energy efficiency and electrification improvements.

Marketing Materials

Through funding from EECBG, Energy Smart can provide each ESC Partner

- up to 2,500 business card-size enrollment materials
- up to 1,500 postcards with details about energy assessments and sign-up links
- 2 ESC/ESC Partner branded table coverings
- 2 ESC/ESC Partner banners
- 2 ESC/ESC Partner 18" x 24" metal signs for each community's tabling
- Spanish forward and English radio ad campaigns
- English and Spanish forward social media digital campaigns
- Language for a fully translated web landing page to promote energy efficiency and home energy assessments to Spanish-speaking community members on Partner websites

Additionally, direct support on bilingual engagement and a fully translated ESC website is available to enhance Partner outreach with Spanish-speaking community members.

Potential Shared Costs

Some direct support provided by ESC to individual ESC Partners may incur shared cost fee structures. Some examples of costs that could incur additional fees follow.

Software Licenses. A single shared login is provided to each Partner to access Salesforce and the cloud services of Dropbox. The following software costs will be passed on to the ESC Partner:

- Additional Salesforce logins (single shared user login provided with membership)
- Additional Dropbox licenses (one license provided with membership)
- Individual access to Formstack Forms

Additional licenses or access will be shared between the ESC Partner and ESC at the cost of the software provided.

ESC Partner Formstack Forms. The creation and/or maintenance of Partner-specific Formstack forms and their respective integration with Salesforce, as well as workflow rules, flows and email templates will be billed by ESC to the ESC Partner.

In addition to individualized forms, the following items may also incur the hourly billing fee

- Support provided related to Energy Outreach Colorado's CARE program participation (unless it reflects an update to an enrollment form used by several ESC Partners)
- The development of specialized reports for ESC Partner or funder (after sufficient training is provided on report generation)
- The management of Salesforce flows, report development, email templates and automation over a baseline of 10 hours annually

Support provided for any form or integration that is specific to an ESC Partner program, and not utilized by all program partners **will be tracked at $75 per hour** and will be billed to the ESC Partner on a quarterly basis. ESC will work with each ESC Partner to identify any request that might trigger an hourly support fee and to set a maximum allowance on these support costs.

Partner Responsibilities

Partner shall be solely responsible for all costs and liabilities associated with Partner programs and operations and its implementation of the programs in its respective community. Partner shall fund its staff salaries, office and other expenses related to local Program delivery.

If Partner is participating in a utility contract with ESC, using ESC resources for a utility contract or offering an ESC assessment, Partner agrees to provide evidence of general liability insurance ($1 million aggregate with ESC named as Certificate Holder) to ESC.

Each Party shall provide prompt written notification to the other Party in the event an indemnified claim arises. The indemnified Party shall reasonably cooperate with the indemnifying Party at the indemnifying Party's expense.

Acceptance

Set forth this 12th day of March, 2026 by:

Signed _____



Name/Title _____
Gunnison County/GV-HEAT

Kasey C. Provorse, Executive Director
Energy Smart Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Ratification; Assistant County Manager for Community and Economic Development Employment Agreement; A. Kroner

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/4/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

GUNNISON COUNTY
ASSISTANT COUNTY MANAGER
FOR COMMUNITY & ECONOMIC DEVELOPMENT
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 26th day of February 2026, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and April Kroner ("Employee").

1. Assistant County Manager for Community & Economic Development. The County agrees to employ Employee as the Assistant County Manager for Community & Economic Development, and Employee agrees to be employed as the Assistant County Manager for Community & Economic Development, pursuant to the terms and conditions of this Agreement beginning April 1, 2026.

2. Duties. Employee shall serve at the pleasure of the County Manager, and under the direct supervision of the County Manager or their designee who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. A job description of representative duties is attached as Attachment A to this Agreement.

3. Employee Handbook. Except as otherwise expressly set forth in this Agreement, the Gunnison County Employee Handbook ("Employee Handbook") shall apply to Employee.

4. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County.

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as Employee would be eligible for increased accrual under Section 4-3 "Fringe Benefits" of the Employment Handbook.

b. Sick Leave. The Employee shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave as identified in the Employee Handbook.

c. Executive Leave. The Employee shall be granted forty (40) hours of Executive Leave each calendar year, which shall be added to the Employee's leave balance on January 1 of each year. Executive Leave must be used within the calendar year in which it is granted and shall not carry over into subsequent years. Any unused Executive Leave as of December 31 of each year shall be forfeited without compensation.

d. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

e. Relocation Expenses. The County shall reimburse Employee for documented, reasonable, and necessary relocation expenses actually incurred, in an amount not to exceed Eight

Thousand Dollars ($8,000.00), upon submission of appropriate receipts and supporting documentation, and subject to applicable tax withholding requirements. The determination of the reasonableness and necessity of such expenses shall be made by the County in its sole discretion.

(1) *Relocation Repayment Obligation.*

In consideration of the relocation reimbursement and the other promises contained in this Agreement, Employee agrees as follows:

i. *Full Repayment – Years 0–2.* If Employee voluntarily resigns employment with the County at any time within twenty-four (24) months of the effective date of employment, Employee shall repay to the County the full amount of relocation expenses reimbursed.

ii. *Prorated Repayment – Years 3–5.* If Employee voluntarily resigns employment after completing twenty-four (24) months but before completing sixty (60) months of employment, Employee shall repay a prorated portion of the relocation reimbursement. The prorated amount shall be calculated by dividing the total amount reimbursed by sixty (60) months and multiplying that amount by the number of full months remaining in the sixty (60) month period at the time of separation.

iii. *No Repayment After Five Years.* No repayment obligation shall exist after completion of sixty (60) months of employment.

(2) Repayment shall be due within thirty (30) days of separation. To the extent permitted by Colorado law, Employee expressly authorizes the County to deduct any outstanding repayment amount from final wages or other compensation owed, provided that such deduction complies with applicable wage laws and does not reduce compensation below minimum wage requirements.

5. Compensation. The County agrees to pay Employee for Employee's services a base salary of One-Hundred, Seventy Thousand, One Hundred Twenty-Two Dollars and Ninety-Two Cents ($170,122.92). The parties specifically agree that for purposes of establishing Employee's compensation and any future adjustments to the same, the provisions of Section 3 "Employment and Classification System" of the Employee Handbook, and any subsequent amendments thereto, are applicable to Employee.

6. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

7. Performance Evaluation. The County shall strive to provide Employee with an annual performance evaluation.

8. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status. Exempt employees are classified as salaried and are expected to fulfill their job responsibilities without

eligibility for overtime compensation, whether in cash or compensatory time for work more than 40 hours per week. Exempt employees are hired to perform specific duties, and the nature of the role may require working beyond 40 hours per week, attending evening meetings, or performing duties outside of standard office hours. While exempt employees have some flexibility in managing their schedules to meet workload demands, they are expected to maintain a full workweek and be regularly present during core business hours unless otherwise directed by their supervisor. Compensation for exempt employees remains fixed and does not vary based on the number of hours worked.

9. Employee's Responsibilities.

a. Ethical Responsibilities. Employee shall observe and comply with all ethical and professional standards and all other obligations imposed by Constitution, statute or other provision of law and shall conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the County Manager. Employee shall, at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

b. Status as Employee. It is the intention of County and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

10. Return of County Property. Upon separation of employment or termination of this Agreement, Employee shall return to the County all County property, including, without limitation, all equipment, vehicles, keys, credit cards, County product, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer software and hardware (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Employee in the course of or incident to Employee's employment.

11. Termination of Employment by County Manger.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the County Manager at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the County Manager to terminate the employment relationship at any time for any reason.

b. Severance Pay. If the employment relationship is terminated by the County Manager at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Assistant County Manager for Community & Economic Development, the County shall provide Employee severance pay in the amount equal to three months base pay at the rate of Employee's pay at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period,

whichever is greater. Severance shall consist of base salary only and shall be paid in a lump sum within thirty (30) days of termination, less applicable withholdings. No additional benefits shall accrue during the severance period.

12. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following sixty (60) days' written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, severance pay provisions of this Agreement shall not apply.

13. Severability. If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited, or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition, or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other parties or circumstances.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law.

IN WITNESS WHEREOF, the County and Employee have executed this Agreement as of the day and date as first set forth above.

EMPLOYEE

Matthew Birnie, County Manager
For BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

April R. Kroner

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Adjusting Ground Rent for Use of Prem

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Fees shall increase annual in accordance with the Consumer Price Index.

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 26-_____

A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN INDUSTRIAL PARK

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2025 was 335.070, a 2.29% increase from 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2026:

1. The ground rental rate shall be in the amount of $3,947.00 per annum per acre of premises occupied.

2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

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

INTRODUCED by Commissioner _____, seconded by Commissioner _____ and adopted this ____ day _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Attest:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Authorizing Temporary Weight Restrict

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This is a resource protection weight limitation on Slate River Road (CR 734) that has historically been put in place every spring during runoff. This year it would start on 3/17/26.

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 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Attention
County Road 734/ Slate River Users

Effective March 17, 2026 County Road 734 (Slate River Road) will be under a 15-ton weight restriction from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead, to protect the road from resource damage. The weight restriction will be lifted when conditions allow. Please contact Gunnison County Public Works Department at 970-641-0044 with any questions.

Run as a bordered ad in the Gunnison Times, Gunnison Shopper and CB News for the weeks of 3/24/26 & 3/31/26.

NOTICE

Slate River Road (CR #734) will be placed under a 15-ton weight restriction on March 17, 2026 to prevent resource damage. The restricted section will be from the intersection of CR #734 and CR #317 (Gothic Road) to the end of winter maintenance. If you have guests or service providers coming to your property it is your responsibility to make sure they are made aware of this weight restriction.

The weight restriction will be lifted when conditions allow.

Please help us prevent any further damage by adhering to this temporary restriction. If you have any questions, please call Gunnison County Public Works at 970-641-0044.

Thank you for your cooperation.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 26-____

A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 734 ALSO KNOWN AS SLATE RIVER ROAD

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter "County Road 734"), that has deteriorated and there is resource damage; and

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended during winter thaw and spring runoff; and

WHEREAS, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restrict of a 15-ton load limit per vehicle for that portion of County Road 734; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from

the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ___ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett Daniels, Chairperson

By: _____
Elizabeth Smith, Vice Chairperson

By: _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Grant

Action Requested: Other Rotary Grant Application Approval

Parties to the Agreement: Rotary

Term Begins: June 10 2026 **Term Ends:** **Grant Contract #:**

Summary:

Health and Human Services would like to apply for the Rotary grant for summer child care for $5,000.00

Fiscal Impact: $5,000

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Rotary Club of Gunnison
2026 Gunnison Rotary Community Grant Guidelines

OVERVIEW: The Rotary Club of Gunnison invites proposals from tax-exempt charitable organizations, units of government or faith groups in the Gunnison Valley that serve Gunnison-area youth during the summer of 2026. We are especially interested in serving youth who may have no other options for such things as activities, food, transportation or childcare.

Rotary has $5,000 available.

You will not need to submit a project budget. You will not need to match the award.

Proposals from units of government may not request funds that replace what the applicant is already spending on that project.

Proposals from faith groups must serve any young person in the community, not just members of that group, and activities may not be doctrine-based.

DEADLINE: Close-of-business on Friday, March 13. You may only submit one application although you may be a partner in another group's application. The application form is found below these guidelines. Email your application (below) and the requested attachments to maryo@gard-sibley.org. Late applications will not be accepted.

NONDISCRIMINATION POLICY. Only organizations that do not discriminate based on race, sex, religion, color, creed, disability, sexual orientation, gender, national origin, ancestry or age, or any other basis prohibited by law will be considered.

ASSURANCES: Applications must be signed by an authorized official of the organization.

WE DO NOT FUND: We will not help retire an existing debt, reimburse expenditures already made, fund capital projects (construction or major equipment purchase), fundraising events, or doctrinal education.

DECISIONS REGARDING FUNDING. During the grant review process, a member of the Rotary grant committee may contact an organization if additional information is required.
Grant awards, approved by the Gunnison Rotary, will be announced after April 2, 2026. All organizations that have applied will receive a letter or email regarding their funding status.

GRANT MANAGEMENT. In the event an organization's needs change so the grant will not be utilized in whole or in part as per the request, please touch base with the 2026 Grants Chair, Maryo Ewell, at maryo@gard-sibley.org, to discuss new or different use of the funds or returning funds that are not able to be used.

AWARD. If a grant is approved for your organization, we will invite you to receive your check at a luncheon on June 10. We may invite you to make a presentation about your summer to the Gunnison Rotary later in the year. Regardless, by September 30 you'll write a short report describing how you used the funds.

QUESTIONS? Call Maryo Ewell, 970-641-4340 or email maryo@gard-sibley.org.

APPLICATION FOLLOWS ON NEXT PAGE

2026 Gunnison Rotary Community Grant Application

Read the guidelines, download or replicate this form, insert your answers after each question and then scan and email your application and required attachments. You must answer all questions. The application should not exceed three pages plus required attachments. The grant application deadline is close-of-business on Friday March 13. Applications must be in Rotary hands by that time and late applications will not be accepted. Please email your completed applications to maryo@gard-sibley.org. Questions? Call Maryo Ewell at 970-641-4340.

1. Organization's contact information:

§ Organization name: __Gunnison Hinsdale Early Childhood Council_____

§ Contact Person: _Corrine Jaeger___ Title: _Early Childhood Services Coordinator__

§ Address: __220 N. Spruce St Gunnison, CO 81230_____

§ Phone: 970-641-3244_____ Email: ___cjaeger@gunnisoncounty.org_____

2. What is your organization's Mission Statement?

Our mission is to expand and improve quality early childhood services and education opportunities for families in Gunnison and Hinsdale Counties.

3. The intent of this award is to assist youth, with a priority to low-income youth. Describe how you would use an award from Rotary.

An award from Rotary would be used to expand access to summer programming for youth in our community, with priority given to supporting low-income families. Summer childcare and enrichment programs provide safe, structured environments for children during the summer months, but the cost of these programs can be a barrier for many working families.

The Gunnison Hinsdale Early Childhood Council currently administers a Summer Programming Scholarship in partnership with Gunnison County Juvenile Services and MetRec. This scholarship helps offset the cost of summer camps and youth programming for families who might otherwise be unable to participate. Rotary funding would allow us to expand this scholarship program to serve additional families who meet income eligibility guidelines or who participate in public assistance programs.

By reducing financial barriers, Rotary's support would help ensure that more youth have access to enriching summer experiences that promote social connection, physical activity, and continued learning. At the same time, reliable summer programming helps parents and caregivers maintain employment and financial stability.

Through this partnership, Rotary's investment would directly increase equitable access to summer opportunities for Gunnison's youth while strengthening families across our community.

4.Estimate the number of individuals your proposed grant would serve.

We could potentially support 16 children with summer programming scholarships.

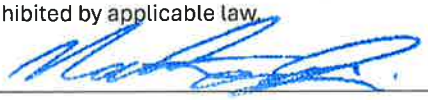
5. Please describe the population that you propose to serve, and how you determine "need."

We serve families and caregivers in Gunnison and Hinsdale Counties who are experiencing barriers to accessing and maintaining stable childcare.

8. How will you acknowledge Rotary support?
Recognition of funding partners will be in parent's award letters and scholarship communications.

DOCUMENTS REQUIRED:
_____ Completed and signed application form
_____ Current year's budget
_____ List of Board of Directors and Officers
_____ IRS tax-exempt letter, or explanation

Assurance Statement: On behalf of the requesting organization, I hereby certify that the requested grant will be used for the purpose stated on the application form and will not be used in any program that discriminates on the basis of race, sex, religion, color, creed, disability, sexual orientation, gender, national origin, ancestry or age, or any other basis prohibited by applicable law.



Date: 3/13/26

Signature of Authorized Official

Matthew Birnie, County Manager

Print Name and Title

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Sawatch Home Effi

Action Requested: County Manager Signature

Parties to the Agreement: Sawatch Home Efficiency and Gunnison County

Term Begins: 1/1/26 **Term Ends:** **Grant Contract #:**

Summary:

This is the detailed work agreement between Gunnison County / GV-HEAT and Sawatch Home Efficiency LLC to provide weatherization services at Gunnison and Hinsdale County households.

Fiscal Impact: $25,000

Submitted by: Gesa Michel **Submitter's Email Address:** gmichel@gmail.com

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of January 2026, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and Sawatch Home Efficiency LLC, whose address is 28470 CR 321 Buena Vista CO 81211 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Energy Audits and Energy Improvements ("Services").

☐ If this box is checked, the Services are identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

☐ If this box is checked, execution of this Agreement will assist the County with its _____ 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 sixty thousand and No/100 U. S. Dollars ($60,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

☐ If this box is checked, the term of this Agreement is for more than one (1) year. Accordingly, this Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

5. INSURANCE.

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

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million U.S. Dollars ($2,000,000.00) 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 One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars ($2,000,000.00) 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 One Million and No/100 U.S. Dollars ($1,000,000.00) for injury to one person in any single occurrence; and no less than Two Million and No/100 U.S. Dollars ($2,000,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). The provisions of this Paragraph 5 requiring the County to be named as an additional insured shall not apply to Professional Liability Insurance, unless otherwise expressly agreed to in writing by the parties.

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. The failure of Gunnison County to specifically enforce this Paragraph 5 shall not be deemed a waiver of the requirements of this Paragraph.

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 arising out of or related to 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. If Contractor is a government entity, the obligation of this Paragraph 7 shall not be deemed an indemnity, but the remaining obligations, including but not limited to the obligation to defend the County at Contractor's expense, shall continue to apply.

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, 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, federal immigration enforcement action, federal armed forces deployment, federal or state government failure or refusal to provide grant or other funding to the County, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by a communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force majeure event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

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

With a copy to: Gunnison County Attorney
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Nicholas Byk, Sawatch Home Efficiency LLC

28470 County Road 321
Buena Vista CO 81211

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

☐ If this box is checked, the parties stipulate and agree that the County Manager has the authority to execute this Agreement on behalf of Gunnison County

COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

CONTRACTOR



By: _____
Its: Nick Byk – Sawatch Home Efficiency Owner

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following Services:

3/5/2026

Sawatch Home Efficiency LLC
28470 County Road 321
Buena Vista, CO 81211
970-368-3229 – Bykn@ymail.com

Energy Retrofit Rate Sheet

Hourly Rate: $70/hour

Material Mark-up: $20%

Overhead: Included in hourly rate.

Per Diem Rate for overnight stays: $100/overnight.

Respectfully Submitted,

Nick Byk
BPI Certified Building Analyst and Envelope Professional
Sawatch Home Efficiency LLC

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Quote Q-813-232-46079AP; Axon Enterprise, Inc; She

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County Sheriff's Office and Axon Enterprise, Inc.

Term Begins: 06/01/26 **Term Ends:** **Grant Contract #:**

Summary:

Axon updated contract which reflects additional body worn cameras for detention staff as well as additional storage needed for video evidence from those cameras. The additional cameras needed for the detentions staff is to comply with new Colorado Jail Standards. Furthermore, it is necessary for

Fiscal Impact: $43,769.03 in 2026 and $42,857.51 annually for remainder of contract term

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/2/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-813232-46079AP

Issued: 02/26/2026

Quote Expiration:

Estimated Contract Start Date: 06/01/2026

Account Number: 151006

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Gunnison County Sheriff's Office - CO 510 W Bidwell Ave Gunnison, CO 81230-2722 USA	Gunnison County Sheriff's Office - CO 510 W Bidwell Ave Gunnison CO 81230-2722 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Asa Perez Phone: Email: asperez@axon.com Fax:	Anthony Janssen Phone: (970) 641-1113 Email: ajanssen@gunnisoncounty.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$215,159.07
ESTIMATED TOTAL W/ TAX	$215,159.07

Discount Summary

Average Savings Per Year	$14,334.82
TOTAL SAVINGS	$71,674.09

Docusign Envelope ID: 1EC19B3C-4A7F-4EF1-8E7B-566A27D9BFF2

Payment Summary

Date	Subtotal	Tax	Total
May 2026	$43,769.03	$0.00	$43,769.03
May 2027	$42,847.51	$0.00	$42,847.51
May 2028	$42,847.51	$0.00	$42,847.51
May 2029	$42,847.51	$0.00	$42,847.51
May 2030	$42,847.51	$0.00	$42,847.51
Total	**$215,159.07**	**$0.00**	**$215,159.07**

Quote Unbundled Price:	**$249,065.10**
Quote List Price:	**$220,818.30**
Quote Subtotal:	**$215,159.07**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	($1,078.96)	($1,078.96)	$0.00	($1,078.96)
100552	TRANSFER BALANCE - GOODS	1			$1.00	$2,872.93	$2,872.93	$0.00	$2,872.93
BWCamTAP	Body Worn Camera TAP Bundle	36	60	$50.89	$39.00	$35.10	$75,816.00	$0.00	$75,816.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	$78.01	$62.52	$56.27	$6,752.40	$0.00	$6,752.40
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	60	$13.42	$10.48	$9.43	$2,263.20	$0.00	$2,263.20
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	60			$0.00	$0.00	$0.00	$0.00
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	60			$944.10	$16,993.80	$0.00	$16,993.80
A la Carte Hardware									
H00003	AB4 1-Bay Dock Bundle	4			$229.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	1			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	60		$32.55	$29.30	$63,277.20	$0.00	$63,277.20
BasicLicense	Basic License Bundle	31	60		$16.27	$14.63	$27,202.50	$0.00	$27,202.50
ProLicense	Pro License Bundle	8	60		$48.82	$43.88	$21,060.00	$0.00	$21,060.00
Total							**$215,159.07**	**$0.00**	**$215,159.07**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	4	1	05/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	4	1	05/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	18	1	05/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	18	1	05/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	05/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	05/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	11/01/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	4	1	11/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	36	1	11/01/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	05/01/2031
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	4	1	05/01/2031
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	36	1	05/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	31	06/01/2026	05/31/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	31	06/01/2026	05/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	06/01/2026	05/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	06/01/2026	05/31/2031
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	06/01/2026	05/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	05/01/2027	05/31/2031
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	4	05/01/2027	05/31/2031
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	36	05/01/2027	05/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	510 W Bidwell Ave	Gunnison	CO	81230-2722	USA

Payment Details

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	$8,049.78	$0.00	$8,049.78
Annual Payment 1	BasicLicense	Basic License Bundle	31	$3,460.55	$0.00	$3,460.55
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$859.00	$0.00	$859.00
Annual Payment 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	$287.91	$0.00	$287.91
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	36	$9,644.88	$0.00	$9,644.88
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	1	$0.00	$0.00	$0.00
Annual Payment 1	H00003	AB4 1-Bay Dock Bundle	4	$0.00	$0.00	$0.00
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$16,993.80	$0.00	$16,993.80
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$0.00	$0.00	$0.00
Annual Payment 1	ProLicense	Pro License Bundle	8	$2,679.14	$0.00	$2,679.14
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	$2,872.93	$0.00	$2,872.93
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($1,078.96)	$0.00	($1,078.96)
Total				**$43,769.03**	**$0.00**	**$43,769.03**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	$13,806.87	$0.00	$13,806.87
Annual Payment 2	BasicLicense	Basic License Bundle	31	$5,935.49	$0.00	$5,935.49
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,473.35	$0.00	$1,473.35
Annual Payment 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	$493.81	$0.00	$493.81
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,542.77	$0.00	$16,542.77
Annual Payment 2	ProLicense	Pro License Bundle	8	$4,595.22	$0.00	$4,595.22
Total				**$42,847.51**	**$0.00**	**$42,847.51**

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	$13,806.87	$0.00	$13,806.87
Annual Payment 3	BasicLicense	Basic License Bundle	31	$5,935.49	$0.00	$5,935.49
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,473.35	$0.00	$1,473.35
Annual Payment 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	$493.81	$0.00	$493.81
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,542.77	$0.00	$16,542.77
Annual Payment 3	ProLicense	Pro License Bundle	8	$4,595.22	$0.00	$4,595.22
Total				**$42,847.51**	**$0.00**	**$42,847.51**

May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	$13,806.87	$0.00	$13,806.87
Annual Payment 4	BasicLicense	Basic License Bundle	31	$5,935.49	$0.00	$5,935.49
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,473.35	$0.00	$1,473.35

May 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	$493.81	$0.00	$493.81
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,542.77	$0.00	$16,542.77
Annual Payment 4	ProLicense	Pro License Bundle	8	$4,595.22	$0.00	$4,595.22
Total				**$42,847.51**	**$0.00**	**$42,847.51**

May 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	$13,806.87	$0.00	$13,806.87
Annual Payment 5	BasicLicense	Basic License Bundle	31	$5,935.49	$0.00	$5,935.49
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,473.35	$0.00	$1,473.35
Annual Payment 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	$493.81	$0.00	$493.81
Annual Payment 5	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,542.77	$0.00	$16,542.77
Annual Payment 5	ProLicense	Pro License Bundle	8	$4,595.22	$0.00	$4,595.22
Total				**$42,847.51**	**$0.00**	**$42,847.51**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

The Term of this Agreement shall begin on 6/1/2026 and end on 6/30/2031.

Notices to Customer shall be provided to the Gunnison County Sherriff's Office, Attn: Undersherrif Joe Ashe, jashe@gunnisoncounty.org, (970) 641-7659.

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP: The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-679519,

Agency is terminating those contracts effective 6/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of $1,793.97

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Customer: _____

Signature: _____

Name: Laura Puckett-Daniels

Title: Commissioner Chair

Date: _____

Axon Enterprise, Inc.

Signature: Signed by: Robert Driscoll

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 3/2/2026 | 10:26 AM MST

2/26/2026

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

    19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon

may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement**.**

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata)

and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote**.**

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value if the allowance. Axon does not provide refunds for unused portions of the allowance.

15. **Carbyne Products and Services**

15.1. **Privacy Policy**. Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: https://carbyne.com/app-privacy-policy/ and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage**. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer**. **CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. **Prepared Products and Services.**

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**
   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

   4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

   4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

   4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

5. **Axon Responsibilities.**
   5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

6. **Customer Responsibilities**.

6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance**.**

6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.

7. **Policy Chat**. This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row**.**

10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:

11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require

additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.

11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • **For the CEW Full-Service Package:** On-site assistance included. • **For the CEW Starter Package:** Virtual assistance included.
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon Evidence Instructor T raining • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer's facility • **For the CEW Starter Package:** Training for up to 1 individual virtually
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

    Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.

2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").

3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.

4. **Dedrone Refresh**. Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.

5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.

7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.

8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Deviceor Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.

9. **Termination.** If TAP or OSP terminates or expires:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.

   3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.

   3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.

   3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Axon Fleet Specific Terms.**

   3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

   12. **Axon Outpost Specific Terms.**

   3.4. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

   13. **Installation. Customer will adhere to the installation requirements as agreed in the Outpost SOW.**

   14. **Vandalism or Motor Vehicle Accident Warranty. If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort**

to provide new installation free of charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

15. **Axon Lightpost Specific Terms.**

3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

16. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

17. **Acceptance Checklist. If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.**

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services.**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities.** Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Amending the Gunnison County Budget f

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Q1 2026 Gunnison County Budget Amendments

Fiscal Impact:

Submitted by: Mark Rozman **Submitter's Email Address:** mrozman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 3/10/2026

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

Comments:
Legally sufficient. SO 3/11/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2026 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 3/17/2026

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2026-__

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2026 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2026 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

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

1. General Fund. The revenues are increased in the amount of $161,775 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $218,164 as detailed by account numbers on Appendix A attached.
2. Public Health Fund. The revenues are increased in the amount of $170,759 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $169,100 as detailed by account numbers on Appendix A attached.
3. Sales Tax Fund. The expenditures are increased in the amount of $31,704 as detailed by account numbers on Appendix A attached.
4. ISF I Fund. The expenditures are increased in the amount of $91,500 as detailed by account numbers on Appendix A attached.
5. ISF II Fund. The revenues are increased in the amount of $15 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. 2025-31 and 2025-32 respectively - for Gunnison County for the fiscal year beginning January 1, 2026 and ending December 31, 2026; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 17th day of March 2026.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____

Laura Puckett Daniels, Chairperson

By _____
Elizabeth Smith, Vice-Chairperson

By _____
Jonathan Houck, Commissioner

Attest:

_____
Deputy County Clerk

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01152000	44497	G7630	ADD AAA GRANT TO BUDGET			14,690.00		01	REV
01705000	44270		ADD GOCO-WCU GRANT FUNDS			147,084.25		01	REV
			GENERAL FUND REVENUES		**-**	**161,774.25**	**(161,774.25)**		
01152000	55112	G7630	ADD AAA GRANT TO BUDGET		925.02			01	EXP
01152000	55210	G7630	ADD AAA GRANT TO BUDGET		70.82			01	EXP
01152000	55222	G7630	ADD AAA GRANT TO BUDGET		0.72			01	EXP
01152000	55240	G7630	ADD AAA GRANT TO BUDGET		1.39			01	EXP
01152000	55260	G7630	ADD AAA GRANT TO BUDGET		2.05			01	EXP
01152000	56120	G7630	ADD AAA GRANT TO BUDGET		100.00			01	EXP
01152000	57324	G7630	ADD AAA GRANT TO BUDGET		13,590.00			01	EXP
01102000	57490		ADJUST MAPPING			43.00		01	EXP
01103000	57490		ADJUST MAPPING			237.00		01	EXP
01104000	57490		ADJUST MAPPING			151.00		01	EXP
01194000	57490		ADJUST MAPPING			670.00		01	EXP
01194010	57490		ADJUST MAPPING		670.00			01	EXP
01600000	57490		ADJUST MAPPING			288.00		01	EXP
01601000	57490		ADJUST MAPPING			2,044.00		01	EXP
01602000	57490		ADJUST MAPPING			754.00		01	EXP
01603000	57490		ADJUST MAPPING		546.00			01	EXP
01705000	57324		ADD GOCO-WCU GRANT FUNDS		138,064.00			01	EXP
01718000	57490		ADJUST MAPPING			37.00		01	EXP
01800000	55111		AMEND C PAGANO PAYOUT		60,493.64			01	EXP
01800000	55210		AMEND C PAGANO PAYOUT		4,627.76			01	EXP
01800000	55230		AMEND C PAGANO PAYOUT		3,295.94			01	EXP
			GENERAL FUND EXPENDITURES		**222,387.34**	**4,224.00**	**218,163.34**		
04555000	44262	G4110	ADD NEW GRANT FUNDS FROM CDPHE			9,559.00		04	REV
04555000	44279	G4120	ADD OEHI GRANT			161,200.00		04	REV
			PUBLIC HEALTH FUND REVENUES		**-**	**170,759.00**	**(170,759.00)**		
04555000	56120	G4110	ADD NEW GRANT FUNDS FROM CDPHE		6,700.00			04	EXP
04555000	56630	G4110	ADD NEW GRANT FUNDS FROM CDPHE		200.00			04	EXP
04555000	57330	G4110	ADD NEW GRANT FUNDS FROM CDPHE		300.00			04	EXP
04555000	57410	G4110	ADD NEW GRANT FUNDS FROM CDPHE		200.00			04	EXP
04555000	57420	G4110	ADD NEW GRANT FUNDS FROM CDPHE		200.00			04	EXP
04555000	57480	G4110	ADD NEW GRANT FUNDS FROM CDPHE		300.00			04	EXP
04555000	55111	G4120	ADD OEHI GRANT		20,310.00			04	EXP
04555000	55112	G4120	ADD OEHI GRANT		7,900.00			04	EXP
04555000	55210	G4120	ADD OEHI GRANT		2,158.00			04	EXP
04555000	55220	G4120	ADD OEHI GRANT		5,200.00			04	EXP
04555000	55222	G4120	ADD OEHI GRANT		75.00			04	EXP
04555000	55230	G4120	ADD OEHI GRANT		1,525.00			04	EXP
04555000	55240	G4120	ADD OEHI GRANT		425.00			04	EXP
04555000	55250	G4120	ADD OEHI GRANT		20.00			04	EXP
04555000	55260	G4120	ADD OEHI GRANT		25.00			04	EXP
04555000	55280	G4120	ADD OEHI GRANT		50.00			04	EXP
04555000	55290	G4120	ADD OEHI GRANT		1,082.00			04	EXP
04555000	56610	G4120	ADD OEHI GRANT		14,970.00			04	EXP
04555000	56611	G4120	ADD OEHI GRANT		11,860.00			04	EXP
04555000	57324	G4120	ADD OEHI GRANT		70,600.00			04	EXP
04555000	57329	G4120	ADD OEHI GRANT		10,000.00			04	EXP
04555000	57410	G4120	ADD OEHI GRANT		7,500.00			04	EXP
04555000	57420	G4120	ADD OEHI GRANT		7,500.00			04	EXP
			PUBLIC HEALTH FUND EXPENDITURES		**169,100.00**	**-**	**169,100.00**		
12813000	57500		AMEND SALES TAX		31,704.00			12	EXP
			SALES TAX FUND EXPENDITURES		**31,704.00**	**-**	**31,704.00**		
80341000	58440		INCREASE FFLEET BUDGET - VEHICLES		91,500.00			80	EXP
			ISF I FUND EXPENDITURES		**91,500.00**	**-**	**91,500.00**		
82404000	44702		ADJUST MAPPING			15.00		82	EXP
			ISF II FUND REVENUES		**-**	**15.00**	**(15.00)**		
			GRAND TOTAL		**514,691.34**	**336,772.25**	**177,919.09**		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Townhome Plat; LUC-25-00035; Mammoth View Properti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Applicant, Mammoth View Properties LLC, represented by Law of the Rockies, requests approval of a Townhome Plat at 80 Blackstock Dr., Crested Butte (Parcel # 3257-272-02-088) in Crested Butte South, Second Filing

Fiscal Impact: N/A

Submitted by: Aidan McComas **Submitter's Email Address:** amccomas@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/12/26

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/12/2026 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Aidan McComas, *Planning Technician*
(970) 641-7929
amccomas@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-25-00035 | Administrative Review | Mammoth View Properties LLC
Memo Date: March 5, 2026
Meeting Date: March 17, 2026

The Applicant, Mammoth View Properties LLC, represented by Law of the Rockies, requests approval of a Townhome Plat at 80 Blackstock Dr., Crested Butte (Parcel # 3257-272-02-088) in Crested Butte South, Second Filing, as shown in Exhibit A. *Draft Plat.*

The two units have been constructed pursuant to Building Permit # BP-19-00294, issued on March 10, 2020. The building plans were approved by the Crested Butte South Property Owners Association on November 18, 2019. The units consist of approximately 1,324 square feet each, including the garages. The units share a party wall and are residential in nature. The party wall agreement is to be executed in concurrence with the plat. Certificates of Occupancy were issued on June 6, 2022.

The townhome plat was reviewed by planning staff and the County Attorney's Office on October 28, 2025, and was found to comply with the standards of Land Use Resolution SECTION 5-104.K: *Specifications for Condominium/Townhome Plats*. Further the Crested Butte South Special Area Regulations Section 5.2 B. 2. supports multi-family dwellings in the First and Second Filings of Crested Butte South.

Staff recommends the Board approve this townhome plat and finds the application complies with all applicable standards found in LUR Section 5-103: *Standards for Approval of Administrative Review Projects*:

Section 5-103.A: GENERAL STANDARDS

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this *Resolution.*
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area. **The townhome is in Crested Butte South, Second Filing, which allows, per the Crested Butte South Special Area Regulations, multi-family dwellings.**

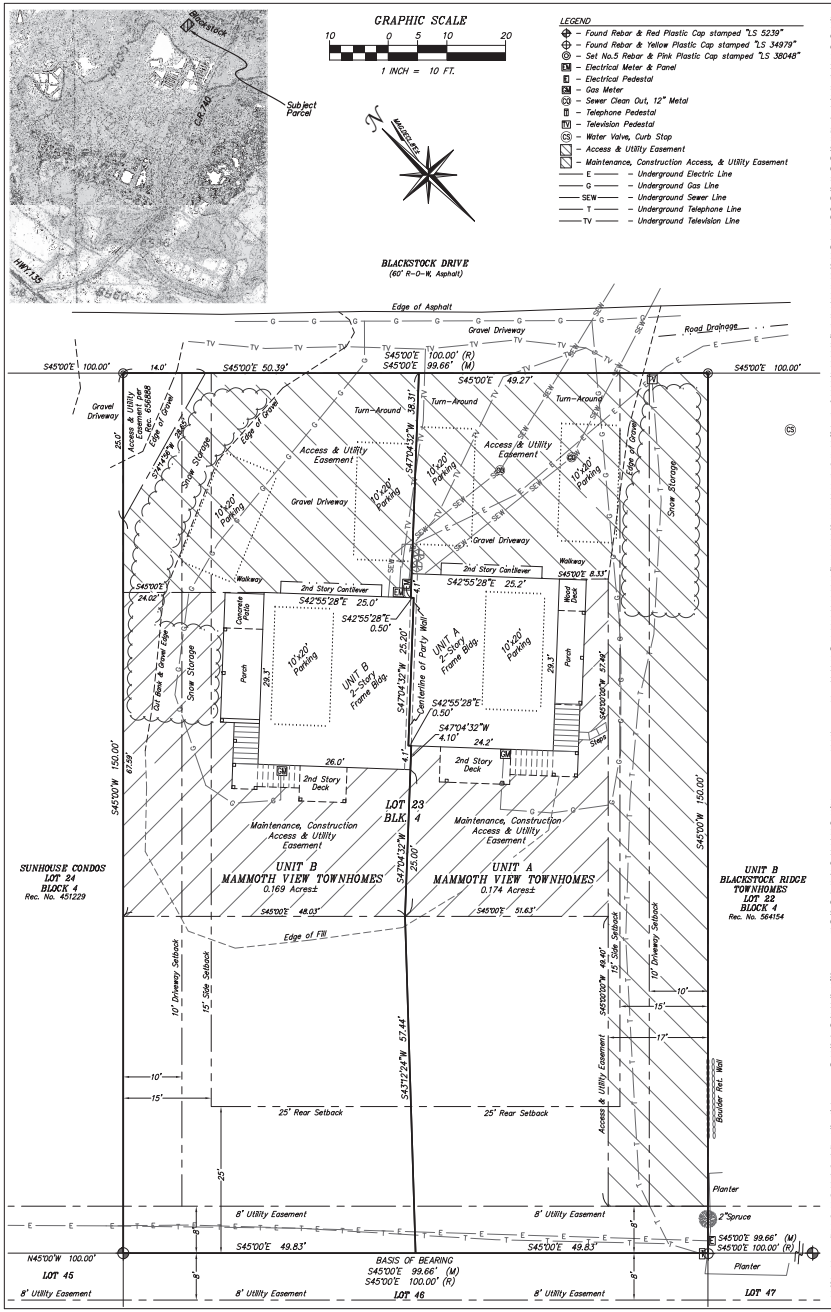
Thank you,

Aidan McComas

Planning Technician – Gunnison County Community and Economic Development

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-25-00035 . Click on "Attachments".

A. Draft Plat



ATTORNEY'S OPINION

I, Daniel P. Spivey, being an attorney-at-law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein dedicated and shown upon this plat. Such title to such lands is in the dedicator and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
4. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 30, 1882 in Book 41 at Page 494; and in Patent recorded August 12, 1901 in Book 101 at Page 248; and in Patent recorded May 19, 1898 in Book 115 at Page 303.
5. Easement and right of way for cattle driveway as reserved in Warranty Deed recorded October 1, 1936 with the Clerk and Recorder of Gunnison County, Colorado in Book 245 at Pg. 364, in which the specific location of the easement is not defined.
6. Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Covenants and Restrictions of Crested Butte South recorded August 26, 1970, in Book 420 at Page 404; in Crested Butte South Property Owners' Association Board of Directors concerning the Amendment of the Covenants and Restrictions of Crested Butte South recorded January 21, 1983 in Book 589 at Page 304; in Resolution Concerning the Installation and Use of Satellite Dishes recorded December 8, 1988 in Book 661 at Page 284; in Resolution Concerning the Use and Installation of Solid Fuel Burning Devices recorded April 27, 1990 in Book 677 at Page 578; in Resolution Concerning Dogs Running At Large recorded April 27, 1990 in Book 677 at Page 581; in Resolution Concerning Impounded Dogs recorded November 20, 1990 in Book 684 at Page 901; in Resolution Concerning Individual Wells and Sewage Disposal Systems recorded June 8, 1993 in Book 725 at Page 218; in Resolution Amending the Covenants and Restrictions of Crested Butte South recorded October 22, 1993 in Book 733 at Page 740; in Resolution Concerning Wells and Individual Sewer Disposal Systems recorded December 15, 1994 in Book 757 at Page 223; in Amendment Regarding Regulation of Modular or Factory Built Structures recorded May 1, 1996 in Book 782 at Page 202; in Amendment Regarding the Minimum Size of Multi-Family Structures recorded May 1, 1996 in Book 782 at Page 203; in Amendment Regarding Residential Use on Commercial Property recorded May 1, 1996 in Book 782 at Page 204; in Amendment Regarding Resubdivision recorded May 1, 1996 in Book 782 at page 205; in Notice of Amendment of Covenants and Restrictions of Crested Butte South recorded November 22, 1996 under Reception No. 472225; in Resolution Concerning the Provision of a Legal Survey as an Architectural Submittal Requirement recorded March 27, 1998 under Reception No. 482581; in Resolution Concerning Setbacks for Driveways, Septic Tanks and Wells recorded April 30, 1998 under Reception No. 483318; in Resolution concerning Lot Appearance recorded October 19, 1998 under Reception No. 487930; in Resolution of Rules and Regulations Regarding Dogs recorded November 8, 1999 under Reception No. 497644; in Amended Resolution Concerning Building Deposits recorded March 22, 2001 under Reception No. 509429; in Resolution Regarding Outdoor Commercial Vendors recorded September 25, 2001 under Reception No. 514482; in Resolution Concerning the Provision of the Use of Metal Siding On the Exterior of Buildings in Crested Butte South recorded February 5, 2002 under Reception No. 517978; in Resolution Regarding Fines for Violations of Covenants recorded June 23, 2003 under Reception No. 531851; and in Amendment to Covenants and Restrictions of Crested Butte South recorded February 23, 2004 under Reception No. 539220; in Resolution Regarding the Adoption of a Short Term Rental Policy by the Crested Butte South Property Owners Association, Inc. recorded May 22, 2018 under Reception No. 653309; and in Amended and Restated Covenants recorded January 20, 2023 under Reception No. 689469.
7. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Crested Butte South – Second Filing recorded September 24, 1970 under Reception No. 281588. Note: Easements shown on the Plat are subject to relocation pursuant to provisions of "Covenants and Restrictions" recorded August 26, 1970 in Book 420 at Page 404.
8. Easement and right of way for roads over the rights-of-way in Crested Butte South, all filings, for access to and from lands owned by Crested Butte Highlands, Inc. as granted by instrument dated September 28, 1976 and recorded May 12, 1977 with the Clerk and Recorder of Gunnison County, Colorado in Book 502 at Page 237.
9. Terms, conditions and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 03-46 recorded September 25, 2003 under Reception No. 535203
10. Terms, conditions, and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 43, Series 2004 recorded July 20, 2004, under Reception No. 544256.
11. Terms, conditions and provisions of Certificate of Administrative Review recorded January 04, 2006 under Reception No. 561944.
12. Terms, conditions, and provisions contained in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 2008-38 recorded September 03, 2008, under Reception No. 586264 and in Resolution No. 2017-5 Amending Resolution No. 2008-38 recorded March 8, 2017 under Reception No. 645299.
13. All matters disclosed on Map recorded January 20, 2011 under Reception No. 603344.
14. Terms, conditions, provisions and restrictions of Board of County Commissioners of Gunnison County Resolution No. 2017-6 recorded March 08, 2017 at Reception No. 645298.
15. Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 14 Series 2020 recorded April 07, 2020 at Reception No. 665995.
16. Terms, conditions and provisions of Resolution No. 14 Series 2020 recorded September 01, 2020 under Reception No. 668955 and in Resolution No. 2023-8 recorded March 22, 2023 under Reception No. 690075; and in Resolution No. 2025-16 recorded March 19, 2025 under Reception No. 701120.
17. Terms, conditions, provisions, burdens and obligations as set forth in Revocable Encroachment License Agreement recorded October 29, 2018 under Reception No. 656887 (Lot 23, Blk 4).
18. Terms, conditions, provisions, burdens and obligations as set forth in Utility Easement Agreement recorded October 29, 2018 under Reception No. 656888 (Lot 23, Blk 4).
19. Terms, conditions and provisions of Certificate of Administrative Review Approval recorded January 09, 2023 under Reception No. 689295.
20. Matters disclosed on Boundary & Topo Survey certified August 1, 2018 prepared by Pearson Surveying, Job #18-2-39.
21. All matters show on this Plat.

Dated this _____ day of _____, 2025.

_____
Daniel P. Spivey, Attorney-at-law, Supreme Court Registration No. 41504
For and on behalf of Law of the Rockies, LLC, 525 N. Main St., Gunnison, CO 81230

PLAT NOTES

1. Any person who acquires any interest in any of the real property platted on this Map shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Party Wall Agreement and Declaration of Covenants, Conditions, Restrictions and Easements for MAMMOTH VIEW TOWNHOMES dated _____, 2025 and recorded _____, 2025 as Reception No. _____ in the office of the Gunnison County Clerk and Recorder.
2. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
3. Upon completion of the installation or maintenance of any utilities, the property disturbed or damaged by such installation or maintenance shall be restored as near as reasonably possible to its original condition.
4. 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 individual unit owner.
5. C.R.S. Section 35-46-101 *et. seq.* requires the land owner to construct & maintain fencing to keep livestock off the subject property.
6. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch and leave natural debris on the bank of the ditch.

SURVEY NOTES

1. Basis of Bearing is based on a record bearing of S45°00'E between original rebar & red plastic cap monuments stamped "L.S. 5239" found at the southwesterly boundary corner of Lot 23 and the southeasterly boundary corner of Lot 22, Block 4, as shown hereon.
2. Distances and dimensions are in U.S. Survey Feet.
3. Boundaries are based upon the Plat of Crested Butte South - Second Filing, recorded on 24 September 1970 at Reception No. 281588 of the records of Gunnison County, Colorado.
4. Restrictions, easements, and encumbrances are based on Alpine Title's Title Policy No. OP-6-6798646 dated 19 February 2019.
5. Setbacks are based on the "Crested Butte South Subdivision Residential Design Guidelines" dated March 2019. Contact the Crested Butte South Property Owner's Association for more details.
6. This Plat does not represent a title search by this surveyor. Additional easements and encumbrances may exist.

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS

We, Mammoth View Properties LLC, 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, or expense.

By: _____
Scott Dobias, Managing Member
Mammoth View Properties LLC, a Colorado limited liability company

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS

We, Mammoth View Properties LLC, 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.

By: _____
Scott Dobias, Managing Member
Mammoth View Properties LLC, a Colorado limited liability company

DEDICATION

We, Mammoth View Properties, LLC, a Colorado limited liability company, being the owner(s), and Alpine Bank, a Colorado Banking Corporation, being the mortgagee and lien holder, of the land described as follows:

Lot 23, Block 4, Crested Butte South - Second Filing, according to the Plat thereof recorded 24 September 1970 at Reception No. 281588, County of Gunnison, State of Colorado, containing more or less .34 acres, in Gunnison County, Colorado,

under the name of MAMMOTH VIEW 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 areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

Townhome Declaration. The real property laid out as MAMMOTH VIEW TOWNHOMES, County of Gunnison, State of Colorado, is platted and dedicated pursuant to the terms and conditions of the Party Wall Agreement and Declaration of Covenants, Conditions, Restrictions and Easements for MAMMOTH VIEW TOWNHOMES dated _____, 2025 and recorded _____, 2025 as Reception No. _____ in the office of the Gunnison County Clerk and Recorder.

IN WITNESS WHEREOF, Scott Dobias, Managing Member of Mammoth View Properties LLC, a Colorado limited liability company, has subscribed his name this ____ day of _____, 2025.

_____
Scott Dobias, Managing Member
Mammoth View Properties LLC, a Colorado limited liability company

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Scott Dobias, Managing Member of Mammoth View Properties LLC, a Colorado limited liability company.

My commission expires: _____
My address is: _____
Witness my hand and official seal.

_____
Notary Public

LAND SURVEYOR'S STATEMENT

I, Stephen L. Jessoe, for and on behalf of All County Survey, Inc., do hereby certify that I am a Licensed Professional Land Surveyor in the State of Colorado, that this Plat of MAMMOTH VIEW TOWNHOMES as laid out, platted and dedicated and shown hereon, was made by me and under my direct supervision. Furthermore, the Plat a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Dated this 11th day of December, 2025.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
STEPHEN LAWRENCE JESSOE
PLS 38048
PROFESSIONAL LAND SURVEYOR

_____ (Seal)
Stephen L. Jessoe
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230

MORTGAGEE AND LIENHOLDER CONSENT

_____
By: Alpine Bank, A Colorado Banking Corp.

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as _____ of Alpine Bank, a Colorado Banking Corporation.

My commission expires: _____
My Address is: _____
Witness my hand and official seal.

_____
Notary Public

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION APPROVAL

The within Plat of MAMMOTH VIEW TOWNHOMES is approved this _____ day of _____, 2025.

By _____
Kevin Dietz, President of the Board of Directors
For and on behalf of Crested Butte South Property Owners Association, Inc.

ATTEST:

_____
Secretary

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within Plat of MAMMOTH VIEW TOWNHOMES is approved this _____ day of _____, 2025, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

By _____
Chairperson, Board of County Commissioners

ATTEST:

_____
Gunnison County Clerk and Recorder

COMPLIANCE WITH CERTIFICATE OF APPROVAL

The property described on this Plat is subject to all requirements, terms and conditions of Certificate of Administrative Review, Certification No. _____, Series 2025, recorded at Reception No. _____ of the records of the Clerk and Recorder of Gunnison County.

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.

Reception Number _____ Time _____ Date _____

_____
Gunnison County Clerk and Recorder

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970.349.0400 www.allcountysurvey.com

This draft is the exclusive property of All County Survey. All County Survey disclaims any liability regarding the accuracy of the matters shown hereon. Any use, distribution, or recordation of this draft without the Surveyor's prior written consent is strictly prohibited.

PLAT of MAMMOTH VIEW TOWNHOMES
LOT 23, BLOCK 4
CRESTED BUTTE SOUTH – SECOND FILING
COUNTY of GUNNISON
STATE of COLORADO

SCALE: 1" = 10'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 11 December 2025
DRAWN BY: ADJ / SLJ
REVIEWED BY: SLJ

REVISIONS:
1. 5/5/25 Easement edits
2. 8/28/25 Atty. Opinion edits
3. 10/29/25 Gunnison Co. edits

PLAT of MAMMOTH VIEW TOWNHOMES
LOT 23, BLOCK 4
CRESTED BUTTE SOUTH–SECOND FILING
COUNTY of GUNNISON
STATE of COLORADO

PARTY WALL AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MAMMOTH VIEW TOWNHOMES

This Party Wall Agreement and Declaration of Covenants, Conditions, Restrictions and Easements for Mammoth View Townhomes ("Declaration") is made this ___ day of _____, 2025, by Mammoth View Properties LLC ("Declarant"), concerning Units A and B of the Mammoth View Townhomes according to the Plat of Mammoth View Townhomes ("Plat"), recorded in the real property records of Gunnison County, Colorado at Reception No. _____ ("Property").

RECITALS

A. Declarant is the owner of the Property.

B. Declarant has caused to be constructed on the Property a building containing two contiguous residential dwellings (the "Building").

C. Declarant deems it desirable to establish covenants, conditions, restrictions, easements, and other provisions of this Declaration with respect to the use, occupancy, and enjoyment of the Property that shall be binding on any and all owners of Unit A and Unit B ("Owner" or "Owners").

NOW THEREFORE, to further the general purposes herein expressed, Declarant does hereby publish and declare that the following covenants, conditions, restrictions, easements and other provisions shall run with the land, shall be a burden and a benefit to Declarant and to each person and entity having any interest in any part of the Property, and each of their respective heirs, personal representatives, executors, administrators, devisees, successors and assigns.

ARTICLE 1. UNITS.

1.1. Units. The Owner of a Unit shall own in fee simple the area shown as the "Unit" on the Plat, including the exterior and interior elements of the portion of the Building that is located on such Unit, and all other improvements, including without limitation, buildings erected thereon and the ground underneath, and all improved and unimproved land within the Unit. The Units are not condominiums and ownership of a Unit includes the underlying real estate.

1.2. Restrictions on Subdivision, Partition, and Encumbrance. Each Unit and any easements appurtenant to a Unit shall together comprise one Unit, and shall be inseparable and shall be conveyed, devised, or encumbered only as a Unit. No Unit may be further subdivided or partitioned. The Unit Owners shall have the right to grant a security interest in a Unit.

1.3. Assessments and Taxation. Each Unit shall be separately assessed for all taxes and assessments of the County of Gunnison and any other political subdivision or district having authority to tax.

1.4. Legal Description. Every instrument affecting the title to a Unit shall describe the Unit as follows:

> Unit ___ of Mammoth View Townhomes according to the Plat thereof, recorded at Reception No. _____ in the records of the Gunnison County Clerk and Recorder,
>
> County of Gunnison, State of Colorado.

Such legal description shall be sufficient for all purposes to sell, convey, transfer, and encumber or otherwise affect the Unit and interests connected to the Unit.

ARTICLE 2. USES OF UNITS; OWNERS' RESPONSIBILITIES.

2.1. Nuisance. No obnoxious or offensive activity shall be carried on within any Unit, nor shall anything be done or permitted that shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate within any Unit so as to be offensive or detrimental to the other Unit or its Owners or occupants.

2.2. Exterior Maintenance.

2.2.1. Each Owner shall maintain its, his, or her Unit, including the exterior of any improvement on the Unit, in a clean and good condition so as not to damage the value of the other Unit. The term "good condition" shall mean that the residence is maintained in such a manner that it is suitable for habitation and in good repair. Visibly faded or cracked exterior elements are not in good repair. Leaking roofs are not in good repair. Broken windows are not in good repair. Visibly faded siding is not in good repair.

2.2.2. If the need for repair or maintenance of any Unit is caused through the negligence or willful act of an Owner, such Owner shall bear the entire cost of such repair or maintenance.

2.2.3. The Owners of both Units shall make reasonable efforts to preserve a harmonious appearance of the Units and of the landscaping on the exterior portions of the Units. No Owner shall make or permit any structural or design change, either temporary or permanent, to the exterior portions of a Unit (including a change in the color or color scheme of the exterior portion of a Unit), or construct any additional building or structure or addition to the existing Building or other improvements (including artwork located on the exterior portion of a Unit) of any type or nature whatsoever, without the prior written consent of the Owner of the other Unit, which consent shall not be unreasonably withheld or delayed, or without complying with all applicable rules and regulations of the Crested Butte South Property Owners Association ("Association") and Gunnison County.

2.3. Utilities. Each Owner shall be responsible for such Owner's utilities, which are separately billed to each Unit.

2.4. Insurance.

2.4.1. Each Owner of a Unit shall provide and keep in full force and effect, at such Owner's cost, insurance covering the Unit and all other improvements on such Owner's Unit, and also covering such Owner's interest in the Party Wall (as defined below), insuring against loss or damage by fire and extended coverage perils (including vandalism and malicious mischief) for the maximum insurable replacement value thereof.

2.4.2. Each Owner shall maintain a general liability policy insuring against claims for bodily injury or death or property damage occurring in, on or upon, his or her Unit including the Owner's interest in the Party Wall, in a limit of not less than $1,000,000 in respect of bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property.

2.4.3. Nothing contained in this Article shall prevent the Owners of both Units from jointly acquiring a single policy to cover any one or more of the hazards required in this Article to be separately insured against by the Owner of each Unit.

2.5. Crested Butte South Property Owners Association. Each Unit is also part of the Association and is subject to all Covenants applicable thereto, and subject to all applicable rules, regulations, and guidelines of the Association including but not limited to the Amended and Restated Covenants and Restrictions for Crested Butte South recorded in the real property records of Gunnison County, Colorado at Reception No. 689469.

ARTICLE 3. EASEMENTS.

3.1. Easements for Encroachments. To the extent that any Unit encroaches on any other Unit as of the date of this Declaration, an easement for the encroachment and the maintenance of the same exists so long as the encroachment continues to exist. An encroachment may be repaired, but not enlarged.

3.2. Easements for Utilities. To the extent that any existing utilities serving one Unit cross another Unit, a perpetual non-exclusive easement is granted for the location, maintenance, and repair of such utilities, including but not limited to any water, sewer, gas, electric, telephone, and television lines shown on the Plat.

3.3. Party Wall Easement. The Owners of each Unit shall have a perpetual easement in and to that part of the other Unit on which the Party Wall is located, for party wall purposes, including mutual support, maintenance, repair, replacement, inspection, and to modify the Party Wall should an Owner construct an addition pursuant to Section 5.6 below.

3.4. Driveway Easement. Each Unit has its own driveway on each side of the boundary line between Unit A and Unit B as shown on the Plat. Each Owner shall have a

perpetual non-exclusive easement to use the other Unit's driveway for access and egress, but shall not park on, obstruct, block or otherwise use the other Unit's driveway in a manner that prohibits or limits the other Owner or its guests or licensees from using such Owner's driveway.

3.5. Easement Incident to Construction. The Owners of each Unit shall have a temporary easement for ingress and egress over, in, upon, under and across the other Unit as may be reasonably necessary or incident to the construction of an addition on the Owner's Unit pursuant to Section 5.6 below, provided, however, that no such right shall be exercised by an Owner in such a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the other Unit. No entry may be made onto the other Owner's Unit except as reasonably necessary or incident to the construction of an addition and only after reasonable notice has been provided to the other Owner. To the fullest extent permitted by law, each Owner shall indemnify, hold harmless, and defend the other Owner from and against any claim or liability together with all costs or expense, including reasonable attorneys' fees, on account of injury, loss, or damage of any kind whatsoever, which may be asserted by reason of or arising out of such Owner's use of the easement provided for in this Section 3.5 and the exercise of rights granted in this Section 3.5 except to the extent that such claim or liability is caused by or due to the negligence or intentional misconduct of the indemnified Owner.

3.6. Easements Deemed Appurtenant. The easements, uses, and rights created in this Article 3 shall be appurtenant to the Units and all conveyances of and other instruments affecting title to a Unit shall be deemed to grant and reserve these easements, uses, and rights.

ARTICLE 4. PARTY WALL.

4.1. The Units share a common party wall including the footings underlying the party wall and the portion of the roof overlying the party wall (the "Party Wall"), the centerline of which is located on the common boundary line of the Building between Unit A and Unit B as shown on the Plat. Each Owner owns that part of the Party Wall from the centerline of the Party Wall extending through into each Owner's Unit.

4.2. To the extent not inconsistent with this Declaration, the general law regarding party walls and liability for damage due to negligence, willful acts, and omissions shall apply.

4.3. Any damage occurring to the Party Wall shall be promptly repaired, and the cost shall be borne in equal shares by the Owners of the Units, except that damage to the Party Wall that is occasioned by the act or the negligence of one Owner or his or her agent, invitee, or guest, or deterioration that occurs on the surface of a Party Wall that is within one Unit, shall be promptly repaired to at least its former condition and paid for by that Owner.

4.4. Each Owner has the sole responsibility of maintaining the finished surfaces of a Party Wall located within his or her Unit.

4.5. Each Owner shall have the right to enter a Party Wall to maintain the utility installations located therein, as long as he or she restores it to its original condition.

4.6. Each Owner has the right of contribution against the other Owner for negligent acts or omissions which damage the Party Wall or cause the interior of the Party Wall to be exposed to the elements.

4.7. Any insurance proceeds covering damage to the Party Wall must be applied to repair the Party Wall unless the Owners of both Units agree otherwise.

4.8. In the case of any repair work to be undertaken by an Owner on the Party Wall for which the Owner will or may seek reimbursement from the other Owner, the Owner undertaking the repair work shall notify the other Owner that reimbursement will be sought at least three (3) days in advance of the repair work (except in case of emergency), and such other Owner may arrange for inspection of the Party Wall at its own expense.

4.9. In the event an Owner neglects or refuses to pay such Owner's share of repair to a Party Wall within 35 days after receipt of a written request for payment, the Owner of the other Unit may pay the reasonable costs therefor, and shall have a lien against the non-paying Owner's Unit for the amount of such payment, plus costs, reasonable attorney's fees, and interest at the legal rate. The lien granted by this paragraph shall not be effective until a lien statement has been recorded. The lien statement must be signed by the party claiming the lien, and must include the reasons for the lien, a description of the property against which the lien is claimed, the name of the Owner, and the amount of the lien. The lien statement shall reference this Declaration as the granting document. Foreclosure of the lien herein granted shall be in the same manner as a mortgage under Colorado law. The parties hereto hereby waive all claims to a homestead exemption.

ARTICLE 5. ROOF, FOUNDATION, DRIVEWAY, AND ADDITIONS.

5.1. Maintenance. The responsibility for maintenance of the roof, foundation, and driveway of the Units shall be borne individually by each Owner for the portion of the roof, foundation, and driveway on each Owner's side of the boundary line dividing Unit A and Unit B.

5.2. Repairs. The responsibility for the repair of the roof, foundation, and driveway of the Units shall be borne individually by each Owner for the portion of the roof, foundation, and driveway on each Owner's side of the boundary line dividing Unit A and Unit B unless the need for repair is due to the negligence or willful act of one Unit's Owner, in which case, such Owner shall pay for the entirety of the repair.

5.3. Roof or Driveway Replacement. To the extent the roof or driveway needs replacement, the cost of such replacement shall be borne equally between the Owners of both Units unless the need for replacement is due to the negligence or willful act of one Unit's Owner, in which case, such Owner shall pay for the entirety of the replacement.

5.4. Payment. In the event an Owner neglects or refuses to pay his or her share of repair or replacement of the roof, foundation, or driveway within 35 days after receipt of a written request for payment, the Owner of the other Unit may pay the reasonable costs therefor, and shall have a lien against the non-paying Owner's Unit for the amount of such payment, plus

costs, reasonable attorney's fees, and interest at the legal rate. The lien granted by this paragraph shall not be effective until a lien statement has been recorded. The lien statement must be signed by the party claiming the lien, and must include the reasons for the lien, a description of the property against which the lien is claimed, the name of the Owner, and the amount of the lien. The lien statement shall reference this Declaration as the granting document. Foreclosure of the lien herein granted shall be in the same manner as a mortgage under Colorado law. The parties hereto hereby waive all claims to a homestead exemption.

5.5. Notice. In the case of any repair or replacement work to be undertaken by an Owner for which the Owner will or may seek reimbursement from the other Owner, the Owner undertaking the repair or replacement work shall notify the other Owner that reimbursement will be sought at least three (3) days in advance of the repair or replacement work (except in case of emergency), and such other Owner may arrange for inspection of the item to be repaired or replaced at its own expense.

5.6. Additions. Each Owner is entitled to construct additions to the Building located on the Owner's Unit so long as such construction is done in compliance with the governing rules and regulations for the Association and Gunnison County. An Owner seeking to construct an addition must obtain the written consent of the other Owner which consent shall not be unreasonably withheld or delayed. Should an addition require the Party Wall be extended, heightened, or modified in any way, such extension, heightening, or modification must be done so that the structural integrity of the Party Wall is not impaired, the other Owner's ability to use the Party Wall is not impaired, and the other Owner's use, enjoyment, and access to the other Unit is not impaired.

ARTICLE 6. ENFORCEMENT.

6.1. Violations Deemed a Nuisance. Every violation of this Declaration shall be deemed to be a nuisance and is subject to all the remedies provided by law for the same, including without limitation abatement thereof.

6.2. Who May Enforce. Each Owner shall have the right to enforce, by a proceeding at law or in equity, all of the provisions of this Declaration. Failure by any Owner to enforce any provision of this Declaration shall not operate as a waiver of any such provision or the right to enforce such provision thereafter, or a waiver of any other provision of this Declaration. The prevailing party in any legal action arising under this Declaration shall be entitled to reimbursement of all costs and expenses of such action, including reasonable attorneys' fees.

ARTICLE 7. DURATION; AMENDMENT.

7.1. Duration. This Declaration shall be perpetual in duration or until terminated earlier by the written consent of all the Owners of both Units, which termination shall be evidenced by an instrument executed by all of the Owners of both Units and recorded in the Office of the Gunnison County, Colorado, Clerk and Recorder.

7.2. Amendment. This Declaration and the Plat may be amended only with the unanimous approval of all the Owners of both Units and such amendment shall be effective against the holders of mortgages and holders of deeds of trust encumbering the Units, notwithstanding the fact that such holders have not approved such amendment.

ARTICLE 8. MISCELLANEOUS.

8.1. Destruction. In the event one or more Units are destroyed or damaged to the extent that renders the Units unusable, the Owner(s) shall promptly replace the Unit(s) with a structure substantially similar to the structure prior to its destruction, unless all the Owners agree otherwise in writing.

8.2. Interpretation. This Declaration, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Declaration is determined to be invalid, unenforceable, or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

8.3. Binding Effect. This Declaration shall run with the Property and shall be binding upon all persons and entities having any right, title, or interest in or to the Property or any Units, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees. This Declaration is imposed for the benefit of all Owners and all future owners of Units within the Property, and to provide for the preservation of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in this Declaration, all of which are for the benefit of the Property.

8.4. Jurisdiction. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of this Declaration or the Plat shall be the County Court or District Court of Gunnison County, Colorado.

8.5. Nothing herein shall create or be deemed to create a Common Interest Community as defined by the Colorado Common Interest Ownership Act (the "Act") at C.R.S. § 38-33.3-101 *et seq*., and therefore, nothing in this Declaration shall be governed by the Colorado Common Interest Ownership Act.

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective on the date set forth above.

Mammoth View Properties LLC

By:_____
Scott Dobias, Managing Member

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2025 by Scott Dobias as member of Mammoth View Properties LLC.

My commission expires: _____

Witness my hand and official seal:

_____
Notary Public

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Gunnison Chamber of Commerce; T

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Letter of Support for the Gunnison Chamber of Commerce for their grant application to T-Mobile Hometown Grant Program

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: 3/13/2026

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

Agenda Date: 3/17/2026

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

March 17, 2026

T-Mobile Hometown Grants Program Review Committee,

The Gunnison County Board of County Commissioners is writing to express our support for the Gunnison Country Chamber of Commerce's proposal to update the Gunnison Visitor Center and make it more useful for both visitors and the broader community.

Gunnison County's visitor economy plays a central role in the vitality of our community. Recent economic analysis estimates that visitors spent approximately $372.5 million in Gunnison County in 2024, supporting roughly 2,600 local jobs and more than $100 million in wages for residents across the valley. Our county encompasses more than 3,200 square miles, with nearly 78 percent consisting of public lands managed by the U.S. Forest Service, Bureau of Land Management, and the National Park Service. These lands support year-round recreation and draw visitors from across Colorado and the country who come to experience Gunnison's trails, rivers, and mountain landscapes.

Outdoor recreation is a major part of that draw. Hiking and mountain biking destinations such as Hartman Rocks Recreation Area and the Signal Peak trail system, along with increasing visitation to explore the valley's gravel-cycling network, have become nationally recognized attractions that bring visitors through Gunnison's downtown and local businesses. Just west of town and surrounded by breathtaking mesas and pinnacles, Blue Mesa Reservoir, the largest body of water in the state of Colorado, is a premier destination for boating, fishing, kayaking and stand-up paddleboarding. In addition to our abundant outdoor recreation opportunities, Gunnison became an official Creative District in 2022. This has encouraged economic activity and highlighted our community's identity through the flourishing presence of creative industries and activities.

Gunnison is also home to Western Colorado University, which enrolls approximately 3,500 students annually. The new Rady School of Engineering and Computer Science, in partnership with the state's flagship institution at University of Colorado Boulder, welcomed its first class of students in 2021 and has attracted international attention for its focus on outdoor industry engineering. It also offers specialized computer science tracks in AI, cybersecurity, and data analytics.

A modernized Visitor Center will help orient visitors to this rich array of community resources from recreation, the arts, multi-generational agricultural heritage, exceptional educational opportunities, and homegrown businesses. We want to encourage visitors to explore and invest in the local businesses and organizations that make Gunnison County a dynamic and exceptional rural destination.

Located along the community's main highway and adjacent to a public park, the Visitor Center sits at a key gateway to downtown Gunnison and is often one of the first places people encounter when they

arrive in town. The Chamber's plan to create a more open floor plan, add seating and adaptable displays, and highlight local businesses and community resources will help transform the Visitor Center from a primarily brochure-based stop into a more welcoming space that better reflects the attractions and resources of our community. The updated design will also create opportunities for small events, presentations, and other community programming. Projects like this can help strengthen connections between residents, students, visitors, and local businesses across the valley by creating a welcoming place where people can gather, learn about the community, and discover the businesses, organizations, and experiences that make Gunnison County unique.

The Board of County Commissioners appreciates efforts that contribute to strong and connected communities across Gunnison County. We believe this project will have a positive impact for the Gunnison community.

Thank you for considering this proposal.

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: February 2026 Cash Transfer Report; $7,785,832.41

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Cash Transfer Report

Fiscal Impact: 7,785,832.41

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
February-26

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,795,916.75)
130	95 11122	General - Payroll Account	1,593,704.21	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(4,922,508.23)
002	02 11900	Road & Bridge	0.00	(43,574.86)
003	03 11900	Human Services	0.00	(1,908.05)
004	04 11900	Public Health Agency	0.00	(50,206.34)
007	07 11900	Conservation Trust	0.00	(4,083.33)
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(71,146.28)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	470,373.61	0.00
013	13 11900	Land Preservation	0.00	(74,682.78)
030	30 11900	Mosquito Control	0.00	(208.25)
032	32 11900	Sage Grouse Trust	0.00	0.00
034	34 11900	Risk Management	0.00	(25,735.86)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	0.00
050	50 11900	Gunnison County Sewer	0.00	(68,787.37)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(20,439.20)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(125,872.51)
125	52 11101	Solid Waste - Landfill Closure	0.00	0.00
126	52 11102	Solid Waste - Landfill Const	0.00	0.00
070	70 11900	Housing Authority	0.00	(305,551.93)
141	70 11101	Housing Authority Restricted Depo	0.11	0.00
071	71 11900	Senior Housing - Operating	0.00	(5,818.17)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
073	73 11900	GV-Heat	0.00	(18,946.06)
080	80 11900	ISF-I	0.00	(244,710.22)
082	82 11900	ISF-II	29,266.40	0.00
090	90 11900	Health Insurance Trust	0.00	(3,635.40)
115	90 11101	Health Insurance Claims	172,404.31	0.00
091	91 11900	Local Marketing District	296,872.01	0.00
092	92 11900	Transportation Authority	52,191.94	0.00
093	93 11900	Public Trustee Agency	0.00	(2,100.82)
145	95 11121	Accounts Payable Clearing	5,171,019.82	0.00
		TOTALS	**$ 7,785,832.41**	**$ (7,785,832.41)**

TRANSFER FOR JOURNAL ENTRIES:
602133, 602134, 602135, 602136, 602137, GBI 602007, 601726, 601727, 601728, 601855, 601956, 501985, 602321, 602322, 602323, 603006, 602452, 602455, 602463, 602464VOID 165418, VOID 165553, GNI PCard, AP, 602454, GNI602462,

PREPARED BY: _____ DATE: MAR 9 2026

AUTHORIZED BY: _____ DATE: 03/10/2026

RECEIVED BY TREASURER: _____ DATE: 3-10-26

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-26

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900
-	602133,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2026	(27,911.25)						(903.11)
-	602134,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2026	25,848.88					(6,301.85)	
-	602135,	STND3: MAPPING SYSTEM CHARGES	2/28/2026	(10,011.94)					(1,116.57)	(18.61)
-	602136,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2026	(6,495.00)					(500.00)	(990.00)
-	602137,	STND5: COMPUTER SYSTEM CHARGES	2/28/2026	(49,669.58)					(4,819.17)	(4,245.83)
-	GBI 602007,	Weed District Payment to Airport	2/1/2026	(765.00)						
-	601726,	EQUIPMENT USAGE JAN	1/31/2026	(125.00)					(55,311.55)	
-	601727,	MATERIAL USAGE JAN	1/31/2026						(8,109.12)	
-	601728,	RECLASS EMPLOYEE CLASSIFICATION	1/30/2026							
-	601855,	MOTOR POOL RENTS JAN	1/31/2026	(798.00)						(131.60)
-	601956,	STOP LOSS JANUARY	1/31/2026							
-	501985,	Reverse Journal 501890 (Original Cash Transfer FEB 25)	1/31/2025							
-	602321,	COPIES BLACK FEB 2026	2/28/2026	(675.60)					(73.24)	(14.12)
-	602322,	COPIES COLOR FEB 2026	2/28/2026	(2,454.12)					(334.62)	(32.04)
-	602323,	POSTAGE USE FEB 2026	2/28/2026	(1,287.24)						
-	603006,	DHS RENT MAR 2026	3/31/2026	15,149.00						(15,149.00)
-	602452,	PH PHOTOCOPIES - FEB	2/28/2026	(36.00)						
-	602455,	REC MED/DEN/FLEC/RX CHECKS FEB	2/28/2026	(6,956.60)						
-	602463,	CASH SHORTFALL XFERS FOR FEBRUARY	2/28/2026	(19,000.00)						
-	602464	MOTOR POOL RENTS FEB	2/28/2026	(2,184.00)						(228.90)
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-	VOID 165418,	Void & Reissue Spartan Aviation	2/11/2026							
-	VOID 165553,	Void Alan Wartes & Rewrite to O'Rourke Media	2/6/2026	1,230.06					223.69	372.88
-	GNI PCard,	PCARD IMPORT January 2026	1/31/2026	29,276.69					(2,319.80)	(3,561.27)
-	AP,	AP CLEARING February 2026	2/28/2026	(997,256.45)					(27,166.88)	(8,137.85)
-	602454,	REVENUE CLEARING February 2026	2/28/2026	255,946.26				(4,922,508.23)	256,922.34	217,779.51
-	GNI	PAYROLL IMPORT February 2026	2/28/2026	595,962.35					(194,668.09)	(186,648.11)
-	602462,	PAYROLL TRANSFER (BMO TRF) February 2026	2/28/2026	(1,593,704.21)						
-		TOTALS		(1,795,916.75)	-	-	-	(4,922,508.23)	(43,574.86)	(1,908.05)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-26

JE's	Description	Finance Business Date	**04** Public Health 04 11900	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900
602133,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2026						(2,234.58)			
602134,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2026	56,430.19	(4,083.33)				(9,441.50)			
602135,	STND3: MAPPING SYSTEM CHARGES	2/28/2026	(18.61)					(18.61)			
602136,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2026	(1,173.00)					(510.00)			
602137,	STND5: COMPUTER SYSTEM CHARGES	2/28/2026	(7,445.83)					(5,573.33)			
GBI 602007,	Weed District Payment to Airport	2/1/2026						765.00			
601726,	EQUIPMENT USAGE JAN	1/31/2026									
601727,	MATERIAL USAGE JAN	1/31/2026									
601728,	RECLASS EMPLOYEE CLASSIFICATION	1/30/2026									
601855,	MOTOR POOL RENTS JAN	1/31/2026	(639.10)								
601956,	STOP LOSS JANUARY	1/31/2026									
501985,	Reverse Journal 501890 (Original Cash Transfer FEB 25)	1/31/2025									
602321,	COPIES BLACK FEB 2026	2/28/2026	(3.00)					(13.33)			
602322,	COPIES COLOR FEB 2026	2/28/2026	(0.36)					(138.78)			
602323,	POSTAGE USE FEB 2026	2/28/2026									
603006,	DHS RENT MAR 2026	3/31/2026									
602452,	PH PHOTOCOPIES - FEB	2/28/2026	(167.48)								
602455,	REC MED/DEN/FLEC/RX CHECKS FEB	2/28/2026									
602463,	CASH SHORTFALL XFERS FOR FEBRUARY	2/28/2026	19,000.00								
602464	MOTOR POOL RENTS FEB	2/28/2026	(196.00)								
VOID 165418,	Void & Reissue Spartan Aviation	2/11/2026						4,200.00			
VOID 165553,	Void Alan Wartes & Rewrite to O'Rourke Media	2/6/2026	98.99					174.94			
GNI PCard,	PCARD IMPORT January 2026	1/31/2026	(2,688.73)					(1,140.65)			
AP,	AP CLEARING February 2026	2/28/2026	(41,101.06)					(70,508.60)		(183,090.68)	(150,000.00)
602454,	REVENUE CLEARING February 2026	2/28/2026	83,488.78					105,564.89		653,464.29	75,317.22
GNI	PAYROLL IMPORT February 2026	2/28/2026	(155,791.13)					(92,271.73)			
602462,	PAYROLL TRANSFER (BMO TRF) February 2026	2/28/2026									
	TOTALS		(50,206.34)	(4,083.33)	-	-	-	(71,146.28)	-	470,373.61	(74,682.78)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-26

JE's	Description	Finance Business Date	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**41** Airport Construction 41 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900
602133,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2026						(354.17)		(859.78)		(22,937.53)
602134,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2026	(208.25)					(9,372.07)		2,571.74		(15,780.58)
602135,	STND3: MAPPING SYSTEM CHARGES	2/28/2026								(558.29)		(18.61)
602136,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2026								(45.00)		(29.17)
602137,	STND5: COMPUTER SYSTEM CHARGES	2/28/2026								(675.00)		(911.67)
GBI 602007,	Weed District Payment to Airport	2/1/2026										
601726,	EQUIPMENT USAGE JAN	1/31/2026										(5,243.40)
601727,	MATERIAL USAGE JAN	1/31/2026										
601728,	RECLASS EMPLOYEE CLASSIFICATION	1/30/2026										
601855,	MOTOR POOL RENTS JAN	1/31/2026										
601956,	STOP LOSS JANUARY	1/31/2026										
501985,	Reverse Journal 501890 (Original Cash Transfer FEB 25)	1/31/2025										
602321,	COPIES BLACK FEB 2026	2/28/2026								(3.92)		
602322,	COPIES COLOR FEB 2026	2/28/2026								(0.90)		
602323,	POSTAGE USE FEB 2026	2/28/2026										
603006,	DHS RENT MAR 2026	3/31/2026										
602452,	PH PHOTOCOPIES - FEB	2/28/2026										
602455,	REC MED/DEN/FLEC/RX CHECKS FEB	2/28/2026										
602463,	CASH SHORTFALL XFERS FOR FEBRUARY	2/28/2026										
602464	MOTOR POOL RENTS FEB	2/28/2026										
VOID 165418,	Void & Reissue Spartan Aviation	2/11/2026										
VOID 165553,	Void Alan Wartes & Rewrite to O'Rourke Media	2/6/2026										
GNI PCard,	PCARD IMPORT January 2026	1/31/2026										(269.27)
AP,	AP CLEARING February 2026	2/28/2026				(25,735.86)			(56,872.26)		(30,942.35)	(24,031.03)
602454,	REVENUE CLEARING February 2026	2/28/2026										
GNI	PAYROLL IMPORT February 2026	2/28/2026						(2,188.87)		10,074.30		(56,651.25)
602462,	PAYROLL TRANSFER (BMO TRF) February 2026	2/28/2026										
	TOTALS		(208.25)	-	(25,735.86)	-	-	(68,787.37)	-	(20,439.20)	-	(125,872.51)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-26

JE's	Description	Finance Business Date	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**73** GV-Heat 73 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900
602133,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2026									55,356.67	(156.25)
602134,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2026			(1,019.33)						(14,347.08)	(2,550.08)
602135,	STND3: MAPPING SYSTEM CHARGES	2/28/2026			(22.08)							11,783.32
602136,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2026			(225.00)						(45.00)	10,057.17
602137,	STND5: COMPUTER SYSTEM CHARGES	2/28/2026			(1,599.17)						(616.67)	76,215.00
GBI 602007,	Weed District Payment to Airport	2/1/2026										
601726,	EQUIPMENT USAGE JAN	1/31/2026									60,679.95	
601727,	MATERIAL USAGE JAN	1/31/2026									8,109.12	
601728,	RECLASS EMPLOYEE CLASSIFICATION	1/30/2026										
601855,	MOTOR POOL RENTS JAN	1/31/2026			(187.60)						1,756.30	
601956,	STOP LOSS JANUARY	1/31/2026										
501985,	Reverse Journal 501890 (Original Cash Transfer FEB 25)	1/31/2025			(0.11)	0.11						
602321,	COPIES BLACK FEB 2026	2/28/2026			(0.12)							783.41
602322,	COPIES COLOR FEB 2026	2/28/2026			(0.18)							2,961.00
602323,	POSTAGE USE FEB 2026	2/28/2026										1,287.24
603006,	DHS RENT MAR 2026	3/31/2026										
602452,	PH PHOTOCOPIES - FEB	2/28/2026										203.48
602455,	REC MED/DEN/FLEC/RX CHECKS FEB	2/28/2026										
602463,	CASH SHORTFALL XFERS FOR FEBRUARY	2/28/2026										
602464	MOTOR POOL RENTS FEB	2/28/2026			(151.90)						2,763.60	(2.80)
VOID 165418,	Void & Reissue Spartan Aviation	2/11/2026										
VOID 165553,	Void Alan Wartes & Rewrite to O'Rourke Media	2/6/2026										
GNI PCard,	PCARD IMPORT January 2026	1/31/2026			(1,968.93)						(2,393.93)	(14,689.41)
AP,	AP CLEARING February 2026	2/28/2026			(2,606,375.02)		(13,351.64)			(8,826.09)	(251,967.03)	(3,850.32)
602454,	REVENUE CLEARING February 2026	2/28/2026			2,363,756.50		9,806.00					
GNI	PAYROLL IMPORT February 2026	2/28/2026			(57,758.99)		(2,272.53)			(10,119.97)	(104,006.15)	(52,775.36)
602462,	PAYROLL TRANSFER (BMO TRF) February 2026	2/28/2026										
	TOTALS		-	-	(305,551.93)	0.11	(5,818.17)	-	-	(18,946.06)	(244,710.22)	29,266.40

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-26

JE's	Description	Finance Business Date	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
602133,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2026							
602134,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2026			(20,538.41)	(1,208.33)			
602135,	STND3: MAPPING SYSTEM CHARGES	2/28/2026							
602136,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2026					(45.00)		
602137,	STND5: COMPUTER SYSTEM CHARGES	2/28/2026					(658.75)		
GBI 602007,	Weed District Payment to Airport	2/1/2026							
601726,	EQUIPMENT USAGE JAN	1/31/2026							
601727,	MATERIAL USAGE JAN	1/31/2026							
601728,	RECLASS EMPLOYEE CLASSIFICATION	1/30/2026							
601855,	MOTOR POOL RENTS JAN	1/31/2026							
601956,	STOP LOSS JANUARY	1/31/2026	9,017.87	(9,017.87)					
501985,	Reverse Journal 501890 (Original Cash Transfer FEB 25)	1/31/2025							
602321,	COPIES BLACK FEB 2026	2/28/2026					(0.08)		
602322,	COPIES COLOR FEB 2026	2/28/2026							
602323,	POSTAGE USE FEB 2026	2/28/2026							
603006,	DHS RENT MAR 2026	3/31/2026							
602452,	PH PHOTOCOPIES - FEB	2/28/2026							
602455,	REC MED/DEN/FLEC/RX CHECKS FEB	2/28/2026	(174,465.58)	181,422.18					
602463,	CASH SHORTFALL XFERS FOR FEBRUARY	2/28/2026							
602464	MOTOR POOL RENTS FEB	2/28/2026							
VOID 165418,	Void & Reissue Spartan Aviation	2/11/2026						(4,200.00)	
VOID 165553,	Void Alan Wartes & Rewrite to O'Rourke Media	2/6/2026						(2,100.56)	
GNI PCard,	PCARD IMPORT January 2026	1/31/2026	(129.70)				(115.00)		
AP,	AP CLEARING February 2026	2/28/2026	(148,455.51)		(6,250.00)	(523,401.75)		5,177,320.38	
602454,	REVENUE CLEARING February 2026	2/28/2026			323,660.42	576,802.02			
GNI	PAYROLL IMPORT February 2026	2/28/2026	310,397.52				(1,281.99)		
602462,	PAYROLL TRANSFER (BMO TRF) February 2026	2/28/2026							1,593,704.21
	TOTALS		(3,635.40)	172,404.31	296,872.01	52,191.94	(2,100.82)	5,171,019.82	1,593,704.21

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: January 2026 Sales and Local Marketing Tax Report

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Review Sales Tax and Local Marketing Tax for the month of January 2026

Fiscal Impact:

Submitted by: Mark Rozman **Submitter's Email Address:** mrozman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\mrozman Discharge Date: 3/11/2026

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: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

Gunnison County, Colorado

January 2026 BOCC Sales Tax Report

Gunnison County, Colorado - Total Taxable Sales

Entity	Year 2026												2026
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
City of Gunnison	16,237,691												$ 16,237,691
Crested Butte	12,529,961												$ 12,529,961
Mt. Crested Butte	6,119,384												$ 6,119,384
Marble	343,344												$ 343,344
Pitkin	95,654												$ 95,654
Unincorporated	16,156,965												$ 16,156,965
Total Taxable Sales	$ 51,482,999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 51,482,999
Computed 1% Sales Tax	**$ 514,830**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 514,830**
% Change Over Prior Year	(10.6%)												(93.5%)

Entity	Year 2025												2025
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
City of Gunnison	18,049,172	18,893,334	19,337,626	18,578,023	20,724,493	24,442,851	30,883,538	26,126,479	28,195,393	21,029,672	14,172,304	25,025,141	$ 265,458,026
Crested Butte	11,712,346	15,613,837	16,085,261	6,338,693	6,602,562	14,905,605	24,060,045	18,966,055	14,497,666	9,285,113	6,565,862	14,450,865	$ 159,083,910
Mt. Crested Butte	7,659,713	9,984,691	10,652,044	2,045,024	2,071,261	4,035,904	7,783,731	5,025,033	4,279,976	2,335,481	2,375,662	8,797,341	$ 67,045,861
Marble	46,130	58,375	71,577	43,549	276,046	408,711	550,832	494,204	623,193	303,668	60,534	80,001	$ 3,016,820
Pitkin	86,335	133,944	153,284	152,459	172,556	480,371	706,997	555,027	408,299	164,038	129,841	82,663	$ 3,225,814
Unincorporated	20,064,643	31,378,809	20,845,498	19,463,254	20,434,570	26,822,367	29,268,313	26,747,821	27,815,883	21,719,361	21,254,229	25,178,283	$ 290,993,031
Total Taxable Sales	$ 57,618,339	$ 76,062,990	$ 67,145,290	$ 46,621,002	$ 50,281,488	$ 71,095,809	$ 93,253,456	$ 77,914,619	$ 75,820,410	$ 54,837,333	$ 44,558,432	$ 73,614,294	$ 788,823,462
Computed 1% Sales Tax	**$ 576,183**	**$ 760,630**	**$ 671,453**	**$ 466,210**	**$ 502,815**	**$ 710,958**	**$ 932,535**	**$ 779,146**	**$ 758,204**	**$ 548,373**	**$ 445,584**	**$ 736,143**	**$ 7,888,235**
% Change Over Prior Year	0.7%	26.5%	9.2%	22.0%	6.4%	2.5%	12.7%	2.0%	7.0%	(15.3%)	(6.0%)	0.9%	5.3%

Entity	Year 2024												2024
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	$ 262,219,653
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	$ 162,825,706
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	$ 2,444,499
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	$ 253,831,648
Total Taxable Sales	$ 57,236,655	$ 60,109,302	$ 61,487,173	$ 38,223,329	$ 47,259,056	$ 69,379,456	$ 82,740,308	$ 76,385,977	$ 70,832,485	$ 64,760,052	$ 47,403,126	$ 72,993,241	$ 748,810,160
Computed 1% Sales Tax	**$ 572,367**	**$ 601,093**	**$ 614,872**	**$ 382,233**	**$ 472,591**	**$ 693,795**	**$ 827,403**	**$ 763,860**	**$ 708,325**	**$ 647,601**	**$ 474,031**	**$ 729,932**	**$ 7,488,102**
% Change Over Prior Year	2.7%	2.8%	(6.3%)	(2.1%)	4.4%	8.2%	(3.9%)	(2.9%)	2.4%	23.8%	0.1%	14.7%	3.2%

Gunnison County Only - Sales Tax Revenue Comparisons

Year		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year To Date		
2026	**County Revenue**	310,318												**310,318**	**310,318**	Sales Tax Revenue Budget	4,864,000
	% Change Over Previous Year	*(14.3%)*													***(14.3%)***	*% YTD Actual / Total Budgeted*	*6.4%*
2025	**County Revenue**	361,947	510,741	413,486	303,953	327,112	463,123	586,141	496,844	491,714	356,316	302,595	467,495	**5,081,468**	**361,947**	Sales Tax Revenue Budget	4,407,000
	% Change Over Previous Year	*4.7%*	*40.4%*	*10.9%*	*25.1%*	*8.1%*	*1.7%*	*13.2%*	*3.9%*	*10.9%*	*(9.7%)*	*(1.7%)*	*(2.8%)*		***4.7%***	*% YTD Actual / Total Budgeted*	*8.2%*
2024	**County Revenue**	345,784	363,893	372,803	242,893	302,632	455,467	517,661	478,153	443,264	394,375	307,805	480,765	**4,705,494**	**345,784**	Sales Tax Revenue Budget	4,207,000
	% Change Over Previous Year	*6.4%*	*7.0%*	*(4.3%)*	*0.4%*	*8.0%*	*13.9%*	*(2.4%)*	*(4.0%)*	*(2.4%)*	*18.0%*	*1.4%*	*20.6%*		***6.4%***	*% YTD Actual / Total Budgeted*	*8.2%*
2023	**County Revenue**	324,932	340,144	389,749	241,989	280,294	399,947	530,432	497,880	454,007	334,331	303,664	398,619	**4,495,987**	**324,932**	Sales Tax Revenue Budget	3,940,000
	% Change Over Previous Year	*10.9%*	*14.4%*	*7.6%*	*5.2%*	*3.9%*	*(5.7%)*	*13.9%*	*10.0%*	*11.7%*	*4.8%*	*6.7%*	*5.4%*		***10.9%***	*% YTD Actual / Total Budgeted*	*8.2%*
2022	**County Revenue**	292,878	297,417	362,083	230,107	269,740	424,310	465,675	452,474	406,304	319,128	284,705	378,280	**4,183,101**	**292,878**	Sales Tax Revenue Budget	3,406,600
	% Change Over Previous Year	*25.3%*	*15.3%*	*24.8%*	*15.4%*	*15.8%*	*17.7%*	*13.6%*	*24.1%*	*9.1%*	*16.8%*	*13.6%*	*15.9%*		***25.3%***	*% YTD Actual / Total Budgeted*	*8.6%*
2021	**County Revenue**	233,764	257,877	290,061	199,332	232,968	360,366	410,033	364,718	372,329	273,281	250,647	326,389	**3,571,764**	**233,764**	Sales Tax Revenue Budget	3,406,600
	% Change Over Previous Year	*10.5%*	*19.4%*	*71.7%*	*39.3%*	*36.7%*	*43.3%*	*22.4%*	*19.9%*	*14.4%*	*14.6%*	*22.1%*	*9.2%*		***10.5%***	*% YTD Actual / Total Budgeted*	*6.9%*
2020	**County Revenue**	211,645	216,061	168,955	143,089	170,460	251,544	335,046	304,309	325,465	238,366	205,332	299,015	**2,869,287**	**211,645**	Sales Tax Revenue Budget	2,364,672
	% Change Over Previous Year	*24.4%*	*29.4%*	*(3.9%)*	*8.3%*	*19.5%*	*6.1%*	*6.1%*	*11.5%*	*31.4%*	*18.1%*	*14.2%*	*14.8%*		***24.4%***	*% YTD Actual / Total Budgeted*	*9.0%*
2019	**County Revenue**	170,068	166,941	175,741	132,172	142,698	237,026	315,888	272,816	247,731	201,760	179,764	260,373	**2,502,978**	**170,068**	Sales Tax Revenue Budget	2,110,144
	% Change Over Previous Year	*7.0%*	*12.9%*	*4.3%*	*9.9%*	*(0.2%)*	*10.7%*	*11.8%*	*16.9%*	*(10.4%)*	*26.9%*	*43.5%*	*33.7%*		***7.0%***	*% YTD Actual / Total Budgeted*	*8.1%*
2018	**County Revenue**	158,998	147,877	168,535	120,215	143,035	214,044	282,457	233,448	276,580	159,001	125,311	194,760	**2,224,261**	**158,998**	Sales Tax Revenue Budget	1,924,050
	% Change Over Previous Year	*14.1%*	*0.6%*	*(4.0%)*	*24.9%*	*24.1%*	*16.4%*	*25.5%*	*(2.4%)*	*37.6%*	*12.5%*	*7.3%*	*6.8%*		***14.1%***	*% YTD Actual / Total Budgeted*	*8.3%*
2017	**County Revenue**	139,392	147,047	175,495	96,225	115,279	183,923	225,052	239,240	200,934	141,366	116,836	182,356	**1,963,146**	**139,392**	Sales Tax Revenue Budget	1,838,400
	% Change Over Previous Year	*11.4%*	*(9.8%)*	*11.4%*	*(7.8%)*	*5.4%*	*1.8%*	*(5.0%)*	*4.7%*	*6.9%*	*17.5%*	*22.2%*	*5.9%*		***11.4%***	*% YTD Actual / Total Budgeted*	*7.6%*
2016	**County Revenue**	125,157	162,979	157,480	104,370	109,392	180,729	236,845	228,536	188,024	120,348	95,628	172,116	**1,881,604**	**125,157**	Sales Tax Revenue Budget	1,838,000
	% Change Over Previous Year	*(1.2%)*	*29.6%*	*4.7%*	*21.9%*	*6.6%*	*9.5%*	*2.6%*	*16.6%*	*(4.5%)*	*6.4%*	*(4.8%)*	*4.2%*		***(1.2%)***	*% YTD Actual / Total Budgeted*	*6.8%*
2015	**County Revenue**	126,679	125,795	150,379	85,652	102,664	165,071	230,768	195,968	196,937	113,088	100,454	165,123	**1,758,576**	**126,679**	Sales Tax Revenue Budget	1,590,000
	% Change Over Previous Year	*13.9%*	*13.1%*	*10.6%*	*7.1%*	*3.2%*	*11.1%*	*6.2%*	*7.3%*	*8.5%*	*4.9%*	*4.4%*	*8.7%*		***(92.2%)***	*% YTD Actual / Total Budgeted*	*8.0%*

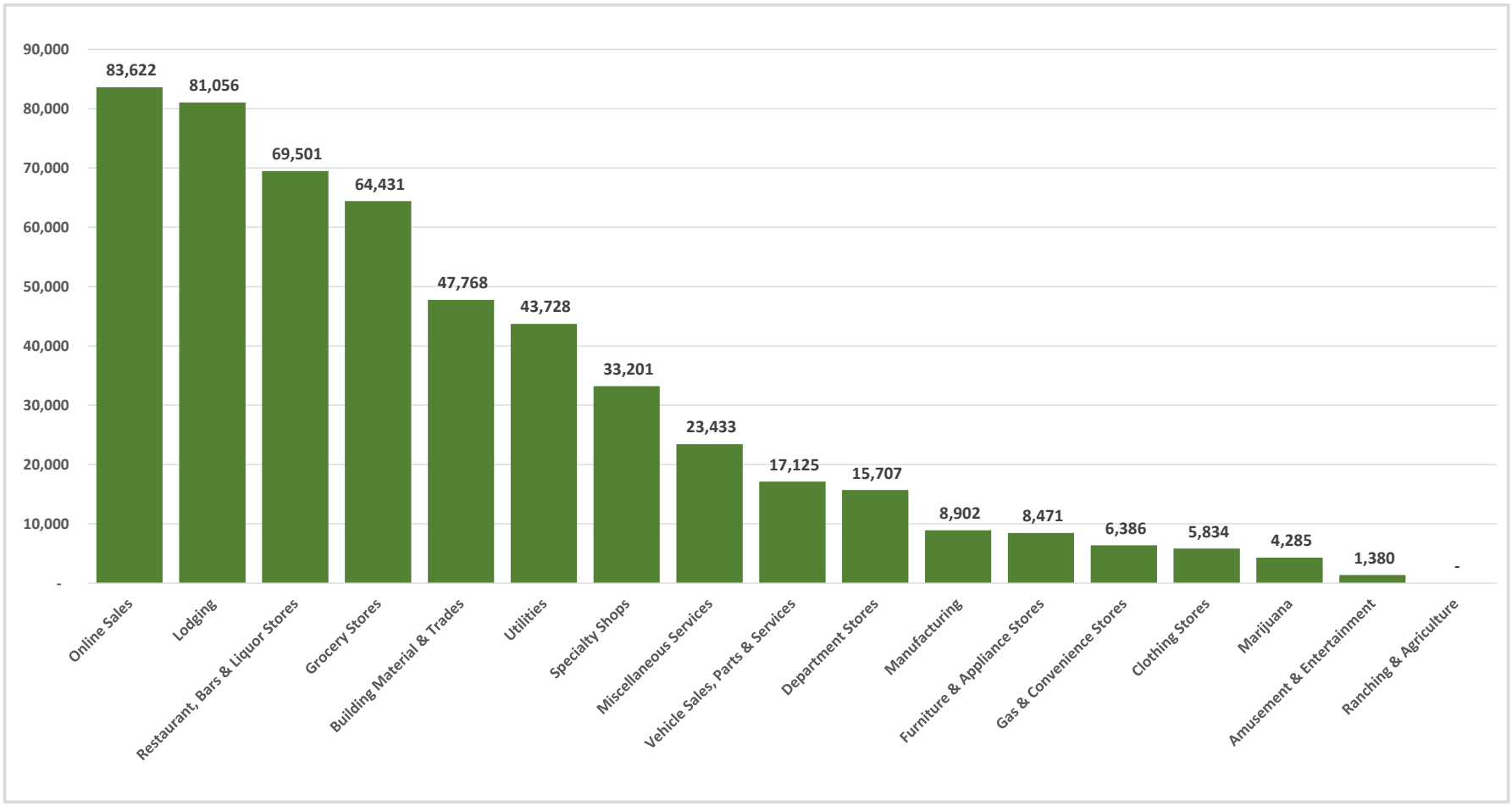
GUNNISON COUNTY

Sales Tax By Industry / Jurisdiction
January 2026 Sales Tax Collected

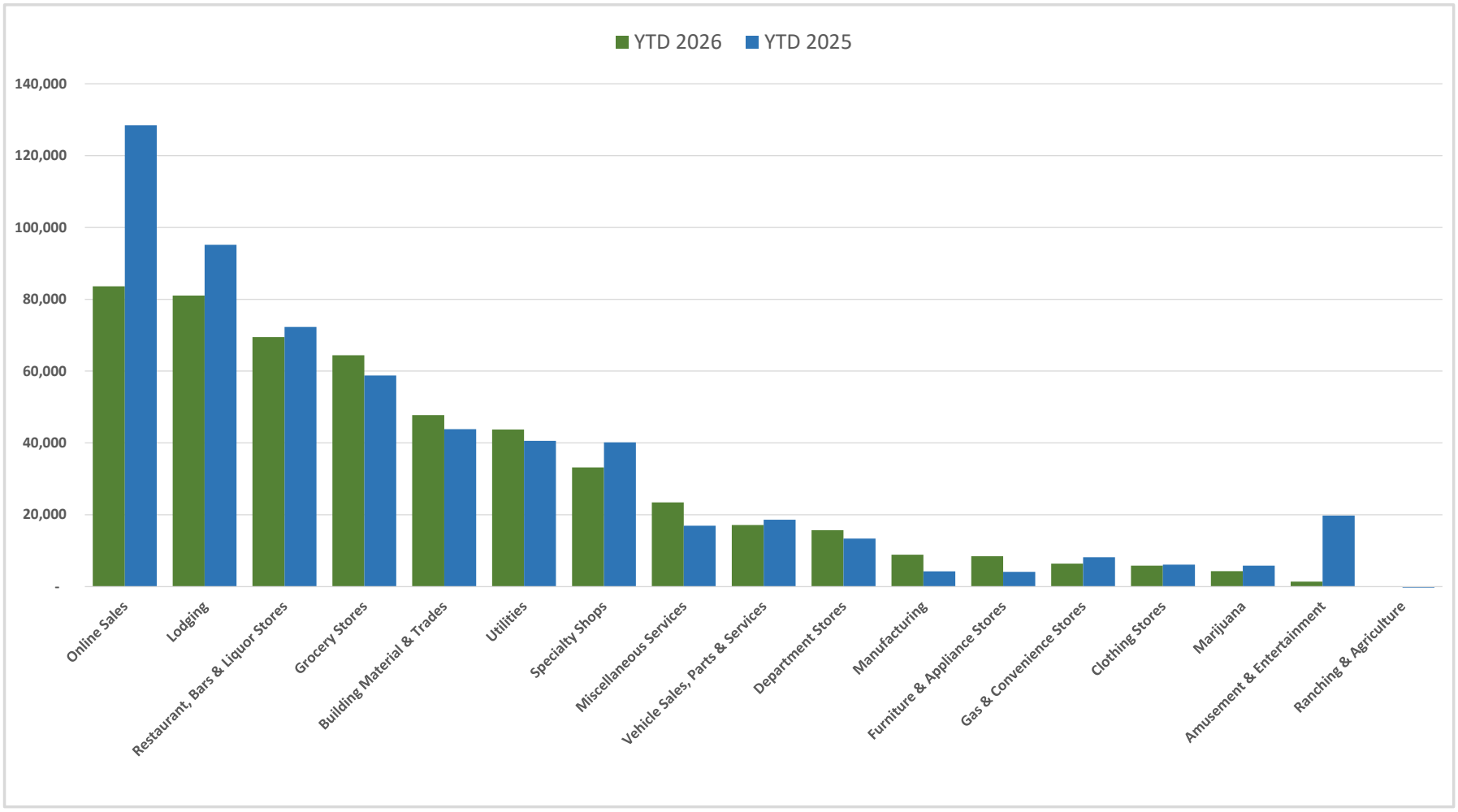
January 2026	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated	Grand Total	$ Change From Prior Year	% Change From Prior Year
Amusement & Entertainment	296	15	-	-	-	1,069	**1,380**	(18,402)	(93.0%)
Building Material & Trades	10,317	14,293	-	825	47	22,285	**47,768**	3,927	9.0%
Clothing Stores	3,168	573	-	2,044	1	48	**5,834**	(267)	(4.4%)
Department Stores	2,210	13,315	-	-	-	182	**15,707**	2,328	17.4%
Furniture & Appliance Stores	2,602	1,744	57	779	-	3,289	**8,471**	4,349	105.5%
Gas & Convenience Stores	1,219	3,897	-	-	3	1,268	**6,386**	(1,803)	(22.0%)
Grocery Stores	20,468	43,938	-	-	-	25	**64,431**	5,665	9.6%
Lodging	20,685	7,325	151	40,545	551	11,799	**81,056**	(14,113)	(14.8%)
Manufacturing	1,943	2,990	1	714	-	3,255	**8,902**	4,641	108.9%
Marijuana	1,625	2,660	-	-	-	-	**4,285**	(1,560)	(26.7%)
Miscellaneous Services	3,940	9,035	9	4,901	14	5,534	**23,433**	6,456	38.0%
Online Sales	-	-	-	-	-	83,622	**83,622**	(44,848)	(34.9%)
Ranching & Agriculture	-	-	-	-	-	-	**-**	336	(100.0%)
Restaurant, Bars & Liquor Stores	42,128	23,297	0	2,827	-	1,248	**69,501**	(2,799)	(3.9%)
Specialty Shops	7,447	16,808	2,971	419	5	5,551	**33,201**	(6,937)	(17.3%)
Utilities	6,580	10,349	244	8,074	331	18,151	**43,728**	3,144	7.7%
Vehicle Sales, Parts & Services	670	12,141	0	65	5	4,244	**17,125**	(1,481)	(8.0%)
Grand Total	**125,300**	**162,377**	**3,433**	**61,194**	**957**	**161,570**	**514,830**	(61,365)	(10.7%)
% Change From Prior Year	*7.0%*	*(10.1%)*	*644.3%*	*(20.1%)*	*10.8%*	*(19.5%)*	*(10.7%)*		

January 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated	Grand Total
Amusement & Entertainment	1,457	4,831	-	9,020	-	4,474	**19,781**
Building Material & Trades	7,348	20,957	-	1,937	-	13,599	**43,840**
Clothing Stores	3,509	566	-	1,968	-	58	**6,101**
Department Stores	-	13,379	-	-	-	-	**13,379**
Furniture & Appliance Stores	2,217	935	-	1	-	970	**4,122**
Gas & Convenience Stores	1,263	6,682	-	-	3	241	**8,189**
Grocery Stores	13,316	45,398	-	-	28	23	**58,766**
Lodging	18,766	7,482	192	50,620	487	17,622	**95,169**
Manufacturing	1,397	1,738	12	22	-	1,092	**4,261**
Marijuana	2,379	3,467	-	-	-	-	**5,845**
Miscellaneous Services	2,827	9,958	2	215	1	3,974	**16,978**
Online Sales	-	10	1	-	-	128,459	**128,470**
Ranching & Agriculture	-	(336)	-	-	-	-	**(336)**
Restaurant, Bars & Liquor Stores	41,979	24,880	-	4,209	-	1,233	**72,301**
Specialty Shops	13,672	15,537	-	59	-	10,870	**40,138**
Utilities	5,747	10,419	231	8,526	252	15,409	**40,584**
Vehicle Sales, Parts & Services	1,250	14,635	23	20	93	2,585	**18,606**
Grand Total	**117,125**	**180,538**	**461**	**76,597**	**863**	**200,610**	**576,195**

Gunnison County Sales Tax By Industry
January 2026



Gunnison County Sales Tax
Year To Date Industry Comparison (2026 vs 2025)



GUNNISON COUNTY

Comparative Local Marketing District Tax Summary

YEAR 2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year To Date
Current Month Net Collection	339,572												339,572	339,572
Marble Only Collections	*2,563*												2,563	2,563
Non Marble Collections	*337,009*												*337,009*	*337,009*
Interest	237												237	237
Program Cost	-												-	-
Total Distribution	**339,809**	-	-	-	-	-	-	-	-	-	-	-	**339,809**	**339,809**
% Change Over Previous Year	*(42.5%)*												*(91.7%)*	(42.5%)

YEAR 2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year To Date
Current Month Net Collection	552,411	366,082	482,898	109,532	143,816	357,268	548,351	411,514	445,544	184,305	119,522	326,916	4,048,158	552,411
Marble Only Collections	*888*	*297*	*365*	*310*	*480*	*2,826*	*4,598*	*2,349*	*7,117*	*2,246*	*274*	1,707	23,457	888
Non Marble Collections	*551,523*	*365,785*	*482,533*	*109,222*	*143,336*	*354,442*	*543,753*	*409,165*	*438,427*	*182,059*	*119,248*	*325,209*	*4,024,701*	*551,523*
Interest	38,440	537	116	56	9	-	16	102	1,148	92	7	14	40,537	38,440
Program Cost	-	689	672	480	409	(11,530)	639	859	568	609	721	-	(5,883)	-
Total Distribution	**590,851**	**367,308**	**483,686**	**110,068**	**144,234**	**345,738**	**549,006**	**412,474**	**447,260**	**185,006**	**120,250**	**326,930**	**4,082,812**	**590,851**
% Change Over Previous Year	*95.1%*	*(20.3%)*	*(0.2%)*	*16.9%*	*11.6%*	*5.4%*	*4.1%*	*(2.7%)*	*2.8%*	*0.5%*	*(5.2%)*	*(7.7%)*	6.0%	95.1%

YEAR 2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year To Date
Current Month Net Collection	302,223	459,682	483,881	93,482	128,750	338,680	526,665	422,317	434,627	183,250	126,185	353,760	3,853,502	302,223
Marble Only Collections	*233*	*495*	*1,071*	*378*	*1,125*	*5,321*	*3,695*	*2,715*	*7,583*	*1,571*	*991*	1,712	26,890	233
Non Marble Collections	*301,990*	*459,187*	*482,810*	*93,104*	*127,625*	*333,359*	*522,970*	*419,602*	*427,044*	*181,679*	*125,194*	*352,048*	*3,826,612*	*301,990*
Interest	98	339	2	34	42	10	10	581	26	77	48	216	1,483	98
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	(4,008)	455
Total Distribution	**302,776**	**460,840**	**484,547**	**94,124**	**129,222**	**327,920**	**527,404**	**423,718**	**435,262**	**184,134**	**126,797**	**354,232**	**3,850,977**	**302,776**
% Change Over Previous Year	*(5.0%)*	*40.6%*	*11.9%*	*(2.6%)*	*3.8%*	*12.2%*	*5.8%*	*18.6%*	*(4.0%)*	*(16.1%)*	*(0.2%)*	*2.8%*	7.2%	(5.0%)

YEAR 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year To Date
Current Month Net Collection	318,489	327,208	432,664	96,286	124,022	302,137	498,398	356,485	452,768	217,535	126,389	344,122	3,596,503	318,489
Marble Only Collections	*584*	*(362)*	*926*	*318*	*600*	*2,512*	*2,919*	*1,950*	*5,775*	*1,270*	*564*	1,397	18,453	584
Non Marble Collections	*317,905*	*327,570*	*431,738*	*95,968*	*123,422*	*299,625*	*495,479*	*354,535*	*446,993*	*216,265*	*125,825*	*342,725*	*3,578,050*	*317,905*
Interest	(12)	33	3	2	20	20	2	58	2	835	100	85	1,148	(12)
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	(4,414)	297
Total Distribution	**318,774**	**327,665**	**433,113**	**96,674**	**124,485**	**292,264**	**498,465**	**357,373**	**453,496**	**219,349**	**127,046**	**344,533**	**3,593,236**	**318,774**
% Change Over Previous Year	*(2.6%)*	*(3.4%)*	*(13.5%)*	*(11.9%)*	*(10.7%)*	*(10.8%)*	*(7.6%)*	*(6.7%)*	*(3.4%)*	*(2.5%)*	*(1.9%)*	*(1.4%)*	(1.4%)	(2.6%)

Comparative Local Marketing District Tax By Jurisdiction

Jurisdiction	Year 2026												2026
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Mt. Crested Butte	202,092												202,092
Crested Butte	66,934												66,934
Gunnison	17,877												17,877
Marble	2,563												2,563
Pitkin	93												93
Unincorporated Gunnison County	50,250												50,250
Program Cost	-												-
Total Distribution	339,809	-	-	-	-	-	-	-	-	-	-	-	339,809

Jurisdiction	Year 2025												2025
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Mt. Crested Butte	444,891	213,368	296,116	42,176	42,947	106,715	181,733	114,742	146,925	56,884	47,224	169,296	1,863,016
Crested Butte	63,764	65,188	85,998	14,202	19,914	63,177	126,948	100,800	82,910	38,618	21,310	66,350	749,179
Gunnison	20,555	20,771	26,006	26,550	30,785	73,481	94,603	63,676	89,837	32,870	19,426	30,609	529,168
Marble	888	297	365	310	480	2,826	4,598	2,349	7,117	2,246	274	1,707	23,457
Pitkin	211	323	264	159	236	857	485	3,777	4,634	250	33	946	12,175
Unincorporated Gunnison County	60,542	66,672	74,265	26,192	49,463	110,212	140,000	126,272	115,269	53,529	31,262	58,022	911,700
Program Cost	-	689	672	480	409	(11,530)	639	859	568	609	721	-	(5,883)
Total Distribution	590,851	367,308	483,686	110,068	144,234	345,738	549,006	412,474	447,260	185,006	120,250	326,930	4,082,812

Jurisdiction	Year 2024												2024
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Mt. Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	1,777,707
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	674,646
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	493,881
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	26,890
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	5,913
Unincorporated Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	875,948
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	(4,008)
Total Distribution	302,776	460,840	484,547	94,124	129,222	327,920	527,404	423,718	435,262	184,134	126,797	354,232	3,850,977

GUNNISON COUNTY

Comparative Local Marketing District Tax By Industry (NAICS)

Industry (NAICS)	Year 2026												2026
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
All Other Traveler Accommodation	159,397												**159,397**
Hotels and Motels	91,913												**91,913**
Lessors of Residential Buildings / Dwellings	27,122												**27,122**
Lessors of Other Real Estate Property	26,810												**26,810**
Residential Property Managers	28,705												**28,705**
RV Parks and Campgrounds	2,840												**2,840**
Bed-and-Breakfast Inns	1,570												**1,570**
Recreational and Vacation Camps	1,452												**1,452**
Sales Financing	-												**-**
Program Cost	-												**-**
Total Distribution	**339,809**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**339,809**

Industry (NAICS)	Year 2025												2025
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
All Other Traveler Accommodation	186,849	166,162	182,217	73,856	83,690	146,678	225,276	156,486	133,700	95,551	82,007	162,471	**1,694,942**
Hotels and Motels	78,447	104,564	162,868	29,103	32,938	105,962	151,648	109,912	181,600	55,050	25,707	91,614	**1,129,413**
Lessors of Residential Buildings / Dwellings	27,046	23,553	47,458	985	9,847	43,153	63,753	64,969	59,673	12,562	2,918	33,679	**389,596**
Lessors of Other Real Estate Property	267,649	32,343	44,562	1,581	4,102	14,078	35,123	19,496	15,753	6,755	3,713	16,768	**461,923**
Residential Property Managers	23,115	27,090	35,894	1,597	6,294	17,076	38,227	31,298	21,027	6,130	3,478	14,988	**226,214**
RV Parks and Campgrounds	4,230	4,273	2,398	2,177	5,057	20,681	21,485	18,367	17,493	2,723	945	1,347	**101,176**
Bed-and-Breakfast Inns	1,161	2,963	5,166	58	315	5,402	6,943	5,174	11,337	1,861	226	3,428	**44,034**
Recreational and Vacation Camps	2,354	5,671	2,451	232	1,582	4,238	5,912	5,913	6,109	3,765	535	2,635	**41,397**
Sales Financing	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Program Cost	-	689	672	480	409	(11,530)	639	859	568	609	721	-	**(5,883)**
Total Distribution	**590,851**	**367,308**	**483,686**	**110,068**	**144,234**	**345,738**	**549,006**	**412,474**	**447,260**	**185,006**	**120,250**	**326,930**	**4,082,812**

Industry (NAICS)	Year 2024												2024
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	**1,676,701**
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	**1,165,690**
Lessors of Residential Buildings / Dwellings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	**356,588**
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	**310,763**
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	**176,340**
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	**96,570**
Bed-and-Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	**37,418**
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	**34,627**
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	**288**
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	**(4,008)**
Total Distribution	**302,776**	**460,840**	**484,547**	**94,124**	**129,222**	**327,920**	**527,404**	**423,718**	**435,262**	**184,134**	**126,797**	**354,232**	**3,850,977**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: February 2026 Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Present Monthly Treasurer Report and Investment Report

Fiscal Impact:

Submitted by: Teresa Brown **Submitter's Email Address:** tbrown@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2026

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

Agenda Date: 3/17/2026

Revised April 2015

TREASURER'S MONTHLY REPORT FOR FEBRUARY 2026

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	2,942,384.43	6,110,602.72	(2,833,102.15)	6,219,885.00
Due from Tre-Road & Bridge	5,646,349.65	41,119.10	(49,345.33)	5,638,123.42
Due from Tre-Human Services	728,398.79	173,190.48	(18,340.83)	883,248.44
Due from Tre-Public Health Agency	18,915.69	31,669.94	(50,523.04)	62.59
Due from Tre-Conservation Trust	427,077.48	661.56	(4,083.33)	423,655.71
Due from Tre-Bond Fund	737,994.25	1,824.83	(670.61)	739,148.47
Due from Tre-Airport	1,933,680.27	371,622.73	(327,204.50)	1,978,098.50
Due from Tre-Sales Tax	6,826,763.48	483,217.86	(14.29)	7,309,967.05
Due from Tre-Land Preservation	2,112,223.60	3,186.70	(74,682.78)	2,040,727.52
Due from Tre-Mosquito	65,212.07	27,362.39	(1,954.74)	90,619.72
Due from Tre-Sage Grouse	528,479.94	826.54	-	529,306.48
Due from Tre-Risk Management	214,674.80	295.50	(25,735.86)	189,234.44
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	7,915.77	12.38	-	7,928.15
Due from Tre-Sewer	901,308.77	96,125.74	(78,140.77)	919,293.74
Due from Tre-Water	1,000,491.09	6,663.31	(20,489.20)	986,665.20
Due from Tre-Solid Waste	570,470.53	92,302.51	(126,787.16)	535,985.88
Due from Tre-Housing Authority	4,252,651.39	651,662.19	(311,996.84)	4,592,316.74
Due from Tre-Gunn Sr Housing	98,639.09	145.17	(5,818.17)	92,966.09
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-GV Heat	37,922.05	-	(18,946.06)	18,975.99
Due from Tre-Internal Service I	1,229,361.88	1,539.99	(244,710.22)	986,191.65
Due from Tre-Internal Service II	31,828.46	38,084.02	(87.08)	69,825.40
Due from Tre-Insurance Trust	2,777,579.16	14,768.49	(3,635.40)	2,788,712.25
Due from Tre-Local Marketing District	2,619,528.26	301,433.24	-	2,920,961.50
Due from Tre-Rural Trans Auth	3,855,272.18	60,051.19	(17.45)	3,915,305.92
Due from Tre-Public Trustee Agency	12,401.73	-	(2,100.82)	10,300.91
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	400.00	(400.00)	-
Due from Tre-Treas Fees	-	894,150.27	(894,150.27)	-
Due from Tre-Health Claims	21,496.50	172,774.74	(181,924.18)	12,347.06
Due from Tre-Landfill Closure	1,524,250.34	2,383.92	-	1,526,634.26
Due from Tre-Landfill Cons Resv	1,408,578.82	2,203.01	-	1,410,781.83
Due from Tre-Payroll Clearing	6,269.26	1,597,001.38	(1,596,987.30)	6,283.34
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	236.15	0.37	-	236.52
Due From Tre-Housing Authority Restricted Deposits	18,973.96	0.11	-	18,974.07
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,120,790.55	5,171,089.82	(5,252,486.02)	1,039,394.35
Due from Tre-Finance Revenue Clearing	44,334.69	4,922,508.23	(4,922,508.23)	44,334.69
Due from Tre-Water Resource	52,717.37	82.45	-	52,799.82
Due from Tre-Workforce Impact Fees	13,665.38	21.37	-	13,686.75
Due from Tre-Living Community	35,527.78	408,489.38	(73,527.04)	370,490.12
COUNTY FUNDS TOTAL	44,279,909.80	21,679,473.63	(17,120,369.67)	48,839,013.76
CITIES AND TOWNS		**$**	**$**	
Due from Tre-Crested Butte General	22,072.01	114,485.09	(28,067.97)	108,489.13
Due from Tre-Crested Butte Street/Alley	69,148.09	549,788.00	(110,190.93)	508,745.16
Due from Tre-Gunnison City General	20,890.14	184,295.25	(30,151.32)	175,034.07
Due from Tre-Marble General	999.29	13,971.18	(2,485.67)	12,484.80
Due from Tre-Mt Crested Butte General	52,251.09	684,212.03	(219,656.42)	516,806.70
Due from Tre-Pitkin General	1,462.06	14,267.89	(2,023.75)	13,706.20
CITIES AND TOWNS TOTAL	166,822.68	1,561,019.44	(392,576.06)	1,335,266.06
SCHOOLS		**$**	**$**	
Due from Tre-Gunn RE1J Gen	754,735.63	6,869,535.46	(1,097,154.58)	6,527,116.51
Due from Tre-Gunn RE1J Bond	287,795.16	3,080,474.04	(376,997.56)	2,991,271.64
Due from Tre-Delta 50J General	13,598.04	946,229.31	(750,871.53)	208,955.82
Due from Tre-Delta 50J Bond	672.30	107,366.42	(84,790.63)	23,248.09
Due from Tre-Montrose RE1J General	9,422.48	76,206.05	(9,797.74)	75,830.79
Due from Tre-Montrose RE1J Bond	612.19	5,462.12	(612.19)	5,462.12
Due from Tre-Reij 2014 Mill Override	74,920.88	819,067.69	(117,245.73)	776,742.84
SCHOOLS TOTAL	1,141,756.68	11,904,341.09	(2,437,469.96)	10,608,627.81

IMPROVEMENT DISTRICTS		$	$	
Due From Tre-Gunn Rising #2	745.02	104,658.97	(6,954.71)	98,449.28
Due From Tre-Gunn Rising #3	3.03	325.56	(22.39)	306.20
Due From Tre-Gunn Rising #4	2.35	258.22	(17.70)	242.87
Due from Tre-CO River Water CD	18,838.45	204,990.93	(52,714.07)	171,115.31
Due from Tre-Reserve MD2	4,565.62	62,408.03	(15,285.21)	51,688.44
Due From Tre-Reserve MD3		3.25	-	3.25
Due from Tre-Mt Crested Butte DDA	71,058.37	919,607.44	(128,436.23)	862,229.58
Due from Tre-Bostwick Park Water CD	79.50	1,403.81	(157.39)	1,325.92
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	20,024.21	196,224.39	(31,652.93)	184,595.67
Due from Tre-Mt CB Water/San	36,110.05	472,854.26	(148,899.12)	360,065.19
Due from Tre-East River Regional SD	4,331.24	37,448.88	(6,612.46)	35,167.66
Due from Tre-Cemetery	8,144.58	95,808.73	(14,810.40)	89,142.91
Due from Tre-Gunn Co Metro Rec Dist	35,580.99	363,395.86	(73,279.46)	325,697.39
Due from Tre-N Fork Water CD	223.80	19,263.20	(16,498.16)	2,988.84
Due from Tre-Skyland MD	30,944.01	260,684.56	(47,243.11)	244,385.46
Due from Tre-Upper Gunn Water CD	68,235.32	694,475.83	(140,925.07)	621,786.08
Due from Tre-Crested Butte Fire PD	201,359.14	1,871,480.97	(440,217.87)	1,632,622.24
Due from Tre-Gunn Co Fire PD	30,965.43	430,438.82	(59,956.51)	401,447.74
Due from Tre-Carbondale & Rural Fire PD	12,720.03	106,337.51	(20,632.19)	98,425.35
Due from Tre-Ragged Mt Fire PD	2,169.19	108,085.65	(86,975.35)	23,279.49
Due from Tre-Arrowhead Fire PD	3,094.69	28,500.06	(4,781.94)	26,812.81
Due From Tre-Library General Fund	79,322.98	868,332.85	(222,739.21)	724,916.62
Due From Tre-Reserve MD#2 BOND 2016A	13,334.91	178,303.61	(23,873.26)	167,765.26
Due From Tre-North Fork Ambulance Health Service Di	3,116.84	199,719.73	(160,935.58)	41,900.99
Due From Tre-Reserve MD #2 BOND 2016B	1,782.06	24,358.83	(3,224.14)	22,916.75
Due From Tre-Reserve MD #2 BOND 2016C	1,583.04	21,638.14	(2,864.05)	20,357.13
Due From Tre-Crested Butte Fire PD Bond	58,025.72	541,920.51	(127,256.15)	472,690.08
Due From Tre-Gunn Co Metro Rec North	48,517.77	435,161.00	(79,181.65)	404,497.12
IMPROVEMENT DISTRICTS TOTAL	754,878.34	8,248,089.60	(1,916,146.31)	7,086,821.63
MISC CONTROL		$	$	
Due from Tre-Clerk & Recorder	331,046.69	557,970.34	(643,576.10)	245,440.93
Due from Tre-Clerk Sales Tax	-	47,290.59	(47,290.59)	-
Due from Tre-SOT	-	349,660.89	(349,660.89)	-
Due from Tre-State Auto	-	221,440.65	(221,440.65)	-
Due from Tre-Clerk ST Domestic Abuse	240.00	200.00	(440.00)	-
Due from Tre-Clerk State Registrar	-	30.00	(30.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	628.00	(628.00)	-
Due from Tre-Range Improvement Dist 3	-	170.38	(170.38)	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	107,368.04	(107,368.04)	-
Due from Tre-Treas Deed	2,020.21	-	-	2,020.21
Due from Tre-Unused Remittances	142.64	-	-	142.64
Due from Tre-Elected Official Fees Clrg	18,433.43	88,350.07	(83,287.95)	23,495.55
Due from Tre-GV Regional Housing Authority	-	-	-	-
Due From Tre- Somerset Domestic WD	-	-	-	-
MISC CONTROL TOTAL	351,882.97	1,373,108.96	(1,453,892.60)	271,099.33
GRAND TOTALS	**46,695,250.47**	**44,766,032.72**	**(23,320,454.60)**	**68,140,828.59**

TO THE HONORABLE LAURA PUCKETT DANIELS , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of February 2026

Teresa Brown

Teresa Brown
Gunnison County Treasurer

DATE: 3/10/2026

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Monthly Investment Report
February 28 2026

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	892,410.46			Cash	
BMO	1101	3,348,515.08	0.00%		Chkg	
BMO CC	1103	2,430,567.20	0.00%		Chkg	
BMO MM	1104	2,340,642.94	2.45%		MM	
Wells Fargo Warrant Clearing	1145	1,212,082.04	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	10,136,173.02	0.00%		Chkg	
Colotrust Plus	1118	11,719,147.52	3.79%		Pool	
C-Safe	1121	8,060,548.96	3.84%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	738,567.86	1.74%			
TOTAL CASH AND CHECKING		41,032,816.76		60.21%		
INVESTMonthlyENTS						
United Fidelity Bank GA56	1189	248,194.06	4.90%		CD	3/30/07
Bridgewater Bank NJ60	1190	248,031.63	4.85%		CD	3/29/27
Ally Bank GM42	1191	245,211.43	5.05%		CD	3/23/26
FHLB ATBS5	1204	501,126.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	called				
Discover Bank 3N361	1209	244,734.17	3.45%		CD	7/29/25
US Treasury CCF68	1210	496,360.00	0.75%		T	5/31/26
Capital One Bank USA HF75	1213	244,242.46	3.45%		CD	6/29/27
American Express AD582	1214	244,095.70	3.40%		CD	6/29/27
FHLB ARUR0	1217	498,294.50	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	499,843.75	0.50%		T	2/28/26
FHLB ARC388	1220	591,903.00	2.30%		AG	3/29/27
US Treasury 8Z781	1222	490,860.00	1.50%		T	1/31/27
FHLB APLK9	1225	492,330.00	1.28%		AG	10/28/26
FHLB APH40	1226	491,848.00	1.06%		AG	10/21/26
FHLB ANG95	1227	494,174.50	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	240,905.31	0.85%		CD	9/30/26
FHLB ANJK7	1229	986,516.00	0.88%		AG	8/25/26
FHLB AMJN3	1234	496,956.00	1.03%		AG	5/26/26
FHLB AMDY5	1235	497,139.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	497,477.50	1.05%		AG	5/12/26
FHLB ALW67	1238	498,220.50	1.10%		AG	4/22/26
FHLB ALV68	1240	498,973.50	1.03%		AG	3/30/26
FHLB ALMM3	1242	498,962.00	1.00%		AG	3/30/26
FHLB AKWS1	1243	matured				
FHLB ALA53	1244	matured				
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/17/28
Redstone Bank	1449	261,590.53	4.07%		CD	4/20/26
Morgan Stanley DGT9	1489	251,727.10	5.05%		CD	11/8/28/
FHLB 1AC1	1496	601,474.80	5.30%		AG	5/1/29
FNMA GAUJ8	1499	285,094.90	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	499,494.00	4.00%		AG	9/13/29
First National Bank Oxford	1507	245,118.82	4.40%		CD	12/11/29
Truist Bank	1508	245,097.75	4.50%		CD	12/19/29
FHLB B5PR3	1511	503,382.00	4.30%		AG	3/25/30
FHLMC HBLR0	1512	497,191.00	4.13%		AG	4/29/30
FNMA GAH77	1515	500,580.50	4.32%		AG	11/15/28
Morgan Stanley Private BAnk	1516	248,089.66	4.25%		CD	6/12/28
Valley National Bank	1517	247,583.28	4.15%		CD	6/12/28
FHLB B6NA0	1518	500,611.00	4.25%		AG	6/5/28
FHLB B6PF7	1519	256,606.50	4.20%		AG	6/17/30
FFCB ETNA1	1520	501,129.50	4.50%		AG	6/7/28
FFCB ETGU52	1521	250,384.00	4.52%		AG	5/14/30
FHLB B6E85	1522	1,007,798.00	4.09%		AG	5/22/30
FFCB ETYP0	1525	called				
FFCB ETUC9	1526	250,167.75	4.07%		AG	8/21/28
FFCB ETXY8	1527	498,432.00	4.00%		AG	9/16/30
FNMA GARW1	1528	498,565.00	4.02%		AG	9/12/30
FFCB ETB63	1529	499,659.50	4.21%		AG	10/2/30
FFCB ETZA8	1530	499,677.00	3.95%		AG	9/25/28
FNMA GATN9	1531	349,864.20	4.00%		AG	3/16/29
FHLB B7X90	1532	499,584.00	4.15%		AG	10/8/30
FHLB B8DA7	1534	997,092.00	3.83%		AG	10/23/29
FHLB B8CG5	1535	498,861.00	4.02%		AG	10/15/30
FHLB 8H70	1536	598,741.20	3.88%		AG	11/5/30
Toyota Financial	1537	245,517.68	3.80%		CD	11/26/27
FFCB ETRO90	1538	979,775.58	4.17%		AG	2/12/2030
FHLMC HCDJ5	1539	497,659.72	4.00%		AG	12/5/2030
FFCB ET6S1	1540	549,584.20	4.12%		AG	1/13/2031
FAMC 4W6Y3	1541	999,784.00	4.18%		AG	1/21/2031
FNMA GCMH5	1542	500,515.50	3.84%		AG	2/11/31
FNMA GCNP6	1543	500,497.50	4.00%		AG	2/37/31
TOTAL INVESTMENTS		27,113,331.18		39.79%		
Cash per Treasurer's Ledger		68,146,147.94		100.00%		
Plus Pending Disbursements		(5,319.35)				
Total Due to All Funds		68,140,828.59				