



**BOARD OF COMMISSIONERS**  
HILARY COOPER KRIS HOLSTROM LANCE WARING

**REGULAR MEETING AGENDA**

**Wednesday, June 19, 2019**

333 W Colorado Ave 2nd floor, Telluride CO

1. **9:30 am Call to order.**
2. **Review of Agenda.**
3. **Calendar Review.**
  - a. Calendar Review.
4. **9:35 am CONSENT AGENDA**
  - a. Approval of Chair's Signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Mountain Sunflowers, LLC, Unit D, The Residences/Businesses at Top of the Hill, Lawson Hill Subdivision/PUD.
  - b. Ratification of Chair's signature on a request for an 30-day public comment period to at least a 45-day public comment period.
  - c. Approval by the Board of Commissioners to approve Cheryl Miller to serve a two year term as the Strong Start's Early Childhood Advisory Panel community member at-large member.
  - d. Approval of Chair's signature as the Board of Commissioners to approve an IGA with Montrose County on a Jail based Behavioral Services Grant.
  - e. Ratification of Chair's signature on a mutual agreement between Montrose County Department of Health and Human Services to transfer \$25,000 of TANF Funds to San Miguel County.
  - f. Ratification of Chair's signature on a contract amendment #2019\*0498, Amendment #2 with Colorado Department of Public Health & Environment of \$49,999 for the provision of Local Public Health Contract activities by the County Department of Health and Environment.
  - g. Ratification of Chair's signature on a contract amendment #2, Contract Routing #2020\*110, 19 FHHA 108944, with Colorado Department of Public Health & Environment of \$15,812 for the provision of Local Planning Support, Maternal Child Health, and Child Fatality and Prevention (LPHA).
  - h. Ratification of Chair's signature on a Contract Routing #2020\*278, Waiver #154, with Colorado Department of Public Health and Environment of

\$19,517 for the provision of Local Public Health Contract for Emergency Preparedness and Response.

- i. Acceptance of April 2019 Road Report.
- j. Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Molly Tomlonovic Norton and Casey Norton, Lot 18, Two Rivers Subdivision.
- k. Approval of Jack Gilbride to be appointed to the Region 10's Business Loan Fund Committee.
- l. Approval of Minutes: May 15, 2019 and May 22, 2019.
- m. Approval of Chair's signature on Special Events Permit, for San Miguel Bicycle Alliance, Inc, August 2, 2019 and August 3, 2019, at the Lawson Hill Fields, 135 Society Drive, Telluride CO., based on the County Clerk's Written Findings.
- n. Ratification of Chair's signature on County Veterans Service Officer's May 2019 Report.
- o. Ratification of Chair's signature on a letter To Xcel Energy concerning Ames Hydroelectric Generating Plant.
- p. Other, as needed.

5. **9:35 am ADMINISTRATIVE MATTERS:**

- a. 9:35 a.m. Update with San Miguel Basin Executive Director.  
20 mins            Yvette Henson, San Miguel Basin Ext Director
- b. Consideration of a request by the San Miguel Basin Rodeo to sponsor the Rodeo in the amount of \$1,500 for the summer of 2019./MOTION  
5 mins
- c. 10:00 a.m. Meeting the new District Ranger for the Ouray Ranger District of GMUG.  
20 mins            Dana Gardunio, Ouray District Ranger
- d. 10:20 a.m. Discussion of a letter of support on a proposal to rename two small reservoirs./MOTION  
20 mins
- e. Other, as needed.

6. **10:40 a.m. Update with the County Government Affairs/Natural Resources Director/Lynn Padgett (15mins)**

- a. Other, as needed.

7. **10:55 am SAN MIGUEL REGIONAL HOUSING AUTHORITY MATTERS**

- a. Request to Authorize a Notice of Violation for Unit Matterhorn B./MOTION  
5 mins            Lois Major, Special Counsel to the San Miguel County



Housing Authority

- b. Other, as needed.
- 8. **11:00 am ADMINISTRATORS REPORT/Lynn Black (5mins)**
  - a. Update with County Administrator
  - b. Other, as needed.
- 9. **11:05 am COMMISSIONER AND PUBLIC DISCUSSION (15mins)**
  - a. Public Discussion.
  - b. Update on Outside Meetings
    - 1. Lance Waring - CCI Summer Conference, Bridal Veil Meeting, Regional Forest Health, CC4CA Steering Committee
    - 2. Kris Holstrom - Recycle Colorado Annual Conference, GVTPR Meeting
    - 3. Hilary Cooper - Colorado Healthy Soils, West Slope Health Care Coalition, CCI Summer, CCAT Summer Retreat, SMART, Behavioral Health Advisory Panel, Regional Forest Health
  - c. Website posting and press releases
  - d. General Discussion.
- 10. **11:20 am ATTORNEY MATTERS**
  - a. Discussion regarding the wording on the BOCC Public Meeting Policies./MOTION  
10 mins          Amy Markwell, County Attorney
  - b. 11:40 am - 1:30 pm Lunch Break USFS Recreation Ranger Potluck at the San Sophia Station, All Commissioners will attend.
- 11. **1:30 pm PLANNING MATTERS**

(Any of these items may involve an Executive Session C.R.S 24-6-402)

  - a. 1:30 p.m. Discussion on Provisions in the Land Use Code accommodations, lodging, and campground uses.  
45 mins          Kaye Simonson, Planning Director
  - b. 2:15 p.m. Executive Session: Discussion in regards to Code violations (4)(b).  
20 mins          Kaye Simonson, Planning Director, Mitch Markiewicz, County Building Official
- 12. **2:35 pm Adjournment.**

**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 reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded, and**

**ACTION MAY BE TAKEN ON ANY ITEM. Formal Action cannot be taken at Work Sessions. For further information, contact the County Administration office at 970-728-3174. If special accommodations are necessary per ADA, contact 970-728-3174 prior to the meeting.**

**Packet materials will be available on the San Miguel County website at [www.sanmiguelcountyco.gov](http://www.sanmiguelcountyco.gov) no later than 5:00 pm on the Friday before the meeting.**

Changes to the meeting and work session schedule will be officially posted at the **designated posting place** for BOCC notices located at the front entrance to the County Offices, located in the Miramonte Building First Floor, 333 West Colorado Avenue, Telluride CO.

Agenda Distribution:

Miramonte Bldg.	Egnar Post Office	KOTO News
Courthouse Bldg.	Norwood Post Office	Norwood Post
Glockson Bldg.	Ophir Post Office	Telluride Daily Planet
Town of Telluride	Placerville Post Office	The Watch
Town of Mountain Village	Town of Norwood	



AGENDA ITEM - 3.a.

**TITLE:**

Calendar Review.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

**INTRODUCTION/BACKGROUND:**

See attached.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Calendar Review

Upload Date

6/14/2019

# June 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	<b>01</b> <a href="#">CC4CA Steering Committee Phone Call</a>
<b>02</b>	<b>03</b> <a href="#">CCI Summer Conference</a>	<b>04</b> <a href="#">County Commissioner Discussion-Canceled</a> <a href="#">CCI Summer Conference</a> <a href="#">Colorado Soil Health Coalition call</a>	<b>05</b> <a href="#">CCI Summer Conference</a> <a href="#">CCAT Summer Retreat</a>	<b>06</b> <a href="#">CCAT Summer Retreat</a>	<b>07</b> <a href="#">CC4CA Steering Committee call</a>	<b>08</b> <a href="#">Lone Cone Library Grand Opening</a>
<b>09</b> <a href="#">Recycle Colorado Annual Conference</a>	<b>10</b> <a href="#">Recycle Colorado Annual Conference</a>	<b>11</b> <a href="#">County Commissioner Discussion</a> <a href="#">Recycle Colorado Annual Conference</a>	<b>12</b> <a href="#">Special BOCC Meeting</a> <a href="#">County Commissioner Discussion</a> <a href="#">State Land Board and SMC Commissioner Discussion</a>	<b>13</b> <a href="#">Gunnison Valley Transportation Planning Region - Region 10</a> <a href="#">SMART Board Meeting</a>	<b>14</b>	<b>15</b>
<b>16</b>	<b>17</b> <a href="#">BOCC Special Meeting -Final Interview for the Public Health Director</a>	<b>18</b> <a href="#">County Commissioner Discussion</a> <a href="#">Colorado Soil Health Coalition call</a>	<b>19</b> <a href="#">County Commissioner Meeting</a>	<b>20</b> <a href="#">Telluride Regional Airport Authority</a>	<b>21</b>	<b>22</b>
<b>23</b>	<b>24</b>	<b>25</b> <a href="#">Special BOCC Meeting Ext Session - Manager Search</a> <a href="#">Early Childhood Advisory Panel</a> <a href="#">Public Reception for Finalists County Manager</a>	<b>26</b> <a href="#">County Commissioner Meeting</a>	<b>27</b>	<b>28</b>	<b>29</b>
<b>30</b>	<b>01</b>	<b>02</b>	<b>03</b>	<b>04</b>	<b>05</b>	<b>06</b>

**July 2019**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	01	02 <a href="#">County Commissioner Discussion</a> <a href="#">Colorado Soil Health Coalition call</a>	03	04	05 <a href="#">CC4CA Steering Committee call</a>	06
07	08	09 <a href="#">County Commissioner Discussion</a>	10	11 <a href="#">Club 20 - Summer Policy Committee Meetings</a> <a href="#">SMART Board Meeting</a>	12 <a href="#">Club 20 - Summer Policy Committee Meetings</a>	13
14	15	16 <a href="#">County Commissioner Discussion</a> <a href="#">Colorado Soil Health Coalition call</a>	17 <a href="#">County Commissioner Meeting</a>	18 <a href="#">Telluride Regional Airport Authority</a>	19	20
21	22	23 <a href="#">County Commissioner Discussion</a>	24	25 <a href="#">Club 20 - Summer Policy Committee Meeting</a>	26 <a href="#">Club 20 - Summer Policy Committee Meeting</a>	27
28	29	30 <a href="#">County Commissioner Discussion</a> <a href="#">Colorado Soil Health Coalition call</a>	31 <a href="#">County Commissioner Meeting</a>	01	02	03

## August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	01	02 <a href="#">CC4CA Steering Committee call</a>	03
04	05 <a href="#">Special BOCC Meeting - County Board of Equalization Final Decisions</a>	06 <a href="#">County Commissioner Discussion</a> <a href="#">GMUG Mine Tours</a>	07 <a href="#">County Commissioner Meeting</a> <a href="#">GMUG Mine Tours</a>	08 <a href="#">GMUG Mine Tours</a> <a href="#">SMART Board Meeting</a>	09 <a href="#">GMUG Mine Tours</a>	10
11	12 <a href="#">Inter-Governmental Work Sessions - Host Telluride</a>	13 <a href="#">County Commissioner Discussion</a> <a href="#">Colorado Soil Health Coalition call</a>	14	15	16	17
18	19	20 <a href="#">County Commissioner Discussion</a>	21 <a href="#">County Commissioner Meeting</a>	22	23	24
25	26	27 <a href="#">County Commissioner Discussion</a> <a href="#">Colorado Soil Health Coalition call</a> <a href="#">Early Childhood Advisory Panel</a>	28	29 <a href="#">Telluride Mountain Village Owner Association Gondola Committee/ Subcommittee Meeting</a>	30	31

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AGENDA ITEM - 4.a.

**TITLE:**

Approval of Chair's Signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Mountain Sunflowers, LLC, Unit D, The Residences/Businesses at Top of the Hill, Lawson Hill Subdivision/PUD.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

**ATTACHMENTS:**

Description

Deed Restriction and Covenant

Upload Date

5/28/2019

**AMENDED AND RESTATED  
DEED RESTRICTION AND COVENANT  
Multi-Family Housing**

**THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT** (“Covenant”) is entered into as of this 22 day of May, 2019 (“Effective Date”), by and among the following persons and parties:

1. The County of San Miguel, State of Colorado acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 (“County”);
2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 (“County Housing Authority”);
3. Mountain Sunflowers, LLC, (individually or collectively, “Subject Property Owner”), whose current mailing address is as follows: P.O. Box 3566, Telluride, Colorado 81435.

The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a “Party” and sometimes collectively as the “Parties.” The Parties hereby agree as follows:

**RECITALS**

The Parties acknowledge and agree to the following Recitals and further agree that each Recital: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

A. This Covenant is intended to help preserve a sufficient supply of Deed Restricted Property to meet the needs of locally employed residents of the Telluride R-1 School District while allowing customary free-market (unrestricted) practices to influence the sale and/or rental of Deed Restricted Property as much as possible.

B. The Subject Property Owner is the current, fee simple owner of Unit D, The Residences/Businesses at Top of the Hill, Lawson Hill Subdivision/PUD pursuant to the Subdivision Governing Documents, San Miguel County, Colorado (“Subject Property”).

C. The County granted its approval for the Subdivision within which the Subject Property is included, which approvals include the County PUD/Subdivision Approvals and other relevant approvals (“County Approvals”). The Subject Property is located within the Subdivision.

D. Through the implementation of the County Approvals, certain covenants were placed on the Subject Property, including the Original Plat Note. The Original Plat Note was intended to govern certain aspects of the ownership, use and occupancy of the Subject Property by requiring all such ownership, use and occupancy to comply with certain provisions of the San Miguel County Land Use Code, specifically the guidelines, rules and regulations contained in LUC Section 5-1305.

E. In addition to LUC Section 5-1305, which is referenced in the Original Plat Note, LUC Section 5-1306 also applies to the Subject Property and governs certain specific aspects of the ownership, use and occupancy of the Subject Property.

F. For purposes of simplicity and use in this Covenant, the Parties agree that for definitional purposes, the Original Plat Note, LUC Section 5-1305, LUC Section 5-1306 and any other related



documents, instruments or agreements restricting ownership, use and occupancy of the Subject Property, if any, are collectively referred to herein as the “**Original Deed Restriction.**”

G. The Original Deed Restriction continues to encumber the Subject Property and constitutes a covenant and restriction burdening the Subject Property and running with title to Subject Property.

H. The Parties intend that the purpose of this Covenant is to: (a) terminate and extinguish the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement; and (b) substitute the terms, conditions and restrictions contained in this Covenant for the terms, conditions and restrictions contained in the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement, which shall continue to be effective pursuant to its original terms and conditions. This Covenant, upon its execution by the Parties and recording in the public records of the San Miguel County Clerk and Recorder, shall hereafter govern certain of the terms and conditions of ownership, use and occupancy of the Subject Property by the Subject Property Owner, and the Subject Property Owner’s heirs, successors and assigns as addressed herein.

I. For the purposes set forth above and herein, the Subject Property Owner, the Subject Property Owner’s heirs, successors and assigns, and all persons acquiring an interest in the Subject Property, whether or not it shall be so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Subject Property, to hold their interest(s) subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with title to the Subject Property for the specified duration of the Covenant.

J. The Parties recognize and agree that the Subject Property may be included in one or more common interest ownership communities, each of which is governed by a Homeowners’ or Condominium Owners Association, and that the Homeowners’ or Condominium Owners Association has promulgated certain governing documents, including, without limitation, the Subdivision Governing Documents, that may further affect the use of the Subject Property. Nothing herein is intended to alter or diminish the respective duties and obligations of the Subject Property Owner to comply with any terms and conditions of such Subdivision Governing Documents that may be more restrictive than the terms and conditions of this Covenant.

K. Capitalized terms shall have the meanings set forth in Section 12 of this Covenant if not otherwise defined herein.

## **COVENANT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

### **Section 1. Deed Restriction.**

#### **1.1. Termination of Original Deed Restriction.**

1.1.1. Except as provided below, all components of the Original Deed Restriction: (a) are each hereby forever terminated, extinguished and vacated and will no longer be considered a covenant or restriction burdening the Subject Property or binding the Subject Property Owner; (b) shall no longer have any force, effect, or legal significance with respect to the ownership, use and occupancy of the Subject Property; and (c) is replaced by this Covenant.

**1.1.2.** The foregoing provisions of Section 1.1.1 notwithstanding, the Parties intend that any Option to Purchase or Co-Borrower Agreement recorded before the Effective Date shall not be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant and that the Option to Purchase will continue to apply to and affect the Subject Property in accordance with the terms and conditions stated in the Option to Purchase.

**1.1.3.** The foregoing provisions of Section 1.1.1 notwithstanding, the Parties further intend that: (a) no substantive rights of a Lender, if any existed under the Original Deed Restriction, are intended to be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant; (b) no consent by the Lender is required by the County or is being obtained in connection with the execution of this Covenant; and (c) should a Lender at any time during the Term determine that Lender's consent was required for this Covenant and the failure to obtain such Lender consent was determined to be an event of default under the documents evidencing the Secured Obligation, the Parties intend that this Covenant shall be terminated and extinguished from the Subject Property and that the Original Deed Restriction shall automatically apply to and become a covenant against the Subject Property until such time as Lender executes and delivers its consent to this Covenant. The Parties agree to cooperate and assist each other in executing any document necessary to evidence the reversion of the Covenant in the event of an objection by Lender.

**1.2. Establishment of the Covenant.**

**1.2.1.** As of the Effective Date, the terms and conditions of this Covenant shall completely and conclusively govern the ownership, use and occupancy of the Subject Property relative to the subject matter herein.

**1.2.2.** No subsequent changes that may be made to the Original Plat Note, or to LUC Sections 5-1305 or 5-1306 will have any affect or impact to this Covenant, including the ownership, use and occupancy of the Subject Property.

**1.2.3.** The Subject Property Owner shall not permit any ownership, use or occupancy of the Subject Property except in compliance with this Covenant.

**1.2.4.** The terms and conditions of this Covenant reflect the complete and entire understanding of the Parties with respect to the matters addressed herein and no other documents, laws, regulations, guidelines and the like shall be applied against Subject Property Owner in connection with its use of the Subject Property that purport to modify or amend the terms and conditions of this Covenant.

**1.3. Term.** The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until May 18, 2042 ("**Expiration Date**"). At the option of the County, the duration of this Covenant may be extended after the Expiration Date for an additional period of fifty (50) years after public hearing and comment on the proposed extension. Any other amendment must be agreed to in writing by all Parties as provided for in this Covenant.

**1.4. Administration and Enforcement.** This Covenant shall be administered by the County or its designee ("**Administrator**"). This Covenant shall be enforceable by the County by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Subject Property Owners or Occupants, or such other remedies and penalties as may be specified in this Covenant.

**1.5. Termination.** This Covenant shall not terminate except upon the occurrence of any one of the following events, at which time this Covenant shall be deemed to have automatically expired and either Party may, but need not, record a termination statement evidencing the termination:

**1.5.1. Expiration.** Expiration of the Term of this Covenant as set forth in Section 1.3.

**1.5.2. Foreclosure.** If an Option to Purchase has been executed and recorded, this Covenant may terminate in the manner provided for in the Option to Purchase.

**1.5.3. By the County.** The County expressly reserves the right to terminate this Covenant, including but not limited to the right to vacate and extinguish the effect of the terms, conditions, covenants and restrictions as it relates to the Subject Property by recording a "Termination of Amended and Restated Deed Restriction Covenant" in the Official Records executed by all of the then Subject Property Owners of the Subject Property and by the County.

**1.6. Limitation on Amendments to Covenant.**

**1.6.1.** This Covenant shall not be amended or modified without the prior, written consent of the Subject Property Owner and the County, in their respective, sole and exclusive discretion. Any proposed modification to this Covenant shall be first referred to all applicable Association's governing the Subject Property and the Association(s) shall be given a reasonable opportunity to review and comment on the proposed amendment prior to its execution.

**1.6.2.** Nothing herein shall preclude the County from amending LUC Sections 5-1305 and 5-1306 from time to time, provided that no such amendments to LUC Sections 5-1305 and 5-1306 shall apply to or otherwise affect the use, ownership or occupancy of the Subject Property unless this Covenant is amended in writing to incorporate such amendments as agreed to by the Subject Property Owner and the County.

**1.7. Subject to Market Forces.** Except as specifically stated in this Covenant, resale of the Subject Property is subject to normal market forces. Nothing herein shall be construed to constitute a representation or guarantee by the County that on resale the Subject Property Owner shall obtain any profit or return on investment. The Subject Property Owner hereby recognizes, acknowledges and understands that neither the County nor the Administrator is required or obligated in any manner to aid the Subject Property Owner in receiving any particular resale price. The Subject Property Owner further recognizes, acknowledges and understands that depending on market conditions at the time of resale, the Subject Property Owner may incur a loss upon resale of the Subject Property.

**1.8. Price Appreciation Caps.** The County will not enter into any agreement with the Subject Property Owner that imposes a Price Appreciation Cap on the Subject Property, unless the applicable Association(s) expressly agrees to such Price Appreciation Cap in writing. This provision does not preclude San Miguel County, as an owner, from negotiating a profit sharing requirement or any other mechanism to recoup its expenditure of funds during the resale of the Affordable Housing unit.

**Section 2. Purchasing the Subject Property.**

**2.1. Limitation on Purchase.** Purchase of the Subject Property is limited to Qualified Purchasers and their Spouses. Although a Spouse of a Qualified Purchaser may take title to the Subject Property, a Spouse of a Qualified Purchaser is not a Qualified Purchaser unless he or she becomes an Ownership Applicant and independently receives approval as a Qualified Purchaser. The Administrator shall approve an Ownership Applicant as a Qualified Purchaser if the Ownership Applicant satisfies: (1) the Current Local Employee Standard; (2) the Retired or Disabled Local Employee Standard; (3) the

**Owner of Multi Family Units** standard or (4) the Alternative Standard. The Ownership Applicant must submit documentation sufficient for the Administrator to verify that he or she meets the applicable standard.

**2.1.1. Current Local Employee Standard.** The Ownership Applicant: (a) has maintained his or her Primary Residence within the Four County Region for at least eight of the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application; (b) has earned Qualifying Income for at least 1032 hours of the twelve months immediately preceding the date that the Administrator receives his or her Purchase Application, and is currently earning Qualifying Income; and (c) for the particular eight to twelve months that establish the Ownership Applicant's residency under Section 2.1.1(a) above, the Ownership Applicant's Household Non-Qualifying Income calculated during that period does not exceed the Ownership Applicant's Household Qualifying Income.

**2.1.2. Retired or Disabled Local Employee Standard.** The Ownership Applicant is Retired or is Disabled, and for at least five of the eight years immediately preceding the date that the Administrator receives their Purchase Application, the Ownership Applicant: (1) has maintained his or her Primary Residence within the Four County Region for at least eight months of each applicable year; (2) was earning Qualifying Income for at least 1032 hours of each applicable year; and (3) for each applicable year, the Ownership Applicant's Household Non-Qualifying Income did not exceed the Ownership Applicant's Household Qualifying Income.

**2.1.3. Owner of Multi Family Units.** Any person, group, organization, agency or other entity may own one or more Affordable Housing "Multi-family Units" unless Ownership Applicant owns other single-family residential deed-restricted property in the San Miguel County. Ownership Applicant must be in full compliance with the terms and conditions of its existing deed restrictions and covenants before certification by Administrator as Qualified Purchaser.

**2.1.4. Alternative Standard.** For each of the three years immediately preceding the date that the Administrator receives their Purchase Application: (1) the Ownership Applicant has maintained his or her Primary Residence within the Telluride R-1 School District for at least eight months of each year; (2) the sum of the Ownership Applicant's Household Qualifying Income and Household Non-Qualifying Income does not exceed 100% AMI for the applicable household size; and (3) the Ownership Applicant's Total Household Assets amount to no more than two times the Contract Price of the Subject Property.

**2.2. Public Sector Employment.** An Ownership Applicant seeking approval as a Qualified Purchaser pursuant to the Current Local Employee Standard, and hired by a Public Sector Employer may not be required to meet the employment-term requirement, subject to the approval of the County.

**2.3. Co-Borrower.** A person who does not meet the requirements for approval as a Qualified Purchaser, but who is necessary as a co-borrower in order for an Ownership Applicant to obtain financing, may be listed on title to the Subject Property provided that: (1) the Ownership Applicant provides the Administrator with a letter from the Lender stating the co-borrower's name and relationship to the Ownership Applicant, and that the co-borrower is necessary and must be listed on title in order for the Ownership Applicant to obtaining financing to purchase the Subject Property; and (2) the Ownership Applicant and the co-borrower enter into a Co-Borrower Agreement providing that, in the event the co-borrower takes full title to the Subject Property for any reason, the co-borrower shall notify the Administrator immediately, and shall either sell the Subject Property to a Qualified Purchaser or otherwise comply with the terms of this Covenant within one year of the date that the co-borrower takes full title.

### **Section 3. Renting the Subject Property.**

**3.1. Subject Property Owner Approval to Rent.** The Subject Property Owner may not rent or lease the Subject Property, or any portion of the Subject Property, for any amount of time, without written approval from the Administrator, which approval shall be in accordance with the terms of this Section 3. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence and will share occupancy with the Qualified Tenant(s) then the Administrator shall issue a written approval to the Subject Property Owner to rent the Subject Property within five business days after the Subject Property Owner notifies the Administrator of the Subject Property Owner's intent to rent the Subject Property. If the Subject Property Owner does not intend to occupy the Subject Property as his or her Primary Residence then the Subject Property Owner must comply with any other requirements pursuant to this Covenant prior to receiving an approval to rent from the Administrator. An approval to rent operates only to allow the Subject Property Owner to offer the Subject Property for rent. All potential Occupants must submit a Rental Application and receive approval as a Qualified Tenant prior to occupying the Subject Property.

**3.2. Rental Regulations.** Any advertisement to rent the Subject Property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The Subject Property Owner shall provide the Administrator with a fully executed copy of the lease or other occupancy agreement no later than ten business days after it is fully executed. The Subject Property Owner may not lease the Subject Property for a term of less than thirty days.

**3.3. Limitation on Rental Occupants.** Occupancy of the Subject Property pursuant to a lease, rental, or other occupancy agreement, is limited to Qualified Tenants. The Administrator shall approve a Rental Applicant as a Qualified Tenant if the Rental Applicant: (1) is earning Qualifying Income for an average of at least thirty hours per week, or (2) demonstrates an intent to earn Qualifying Income for an average of at least thirty hours per week. The Rental Applicant must submit documentation sufficient to verify compliance with the requirements for approval as a Qualified Tenant.

**3.4. No County Liability.** Nothing herein requires, or shall be construed to require the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, to protect or indemnify the Subject Property Owner against any loss attributable to rental, including but not limited to non-payment of rent or damage to the Subject Property; nor shall the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, be responsible for locating a Qualified Tenant to occupy the Subject Property in the event that the Subject Property Owner is unable to find a Qualified Tenant, or if a Qualified Tenant fails to occupy the Subject Property for the entire term of the lease.

### **Section 4. Selling the Subject Property.**

**4.1. Listing the Subject Property.** In the event the Subject Property Owner desires to sell the Subject Property, the Subject Property Owner shall submit written notice to the Administrator of their intent to sell the Subject Property, which notice must be submitted at least five days prior to offering the Subject Property for sale. The Subject Property Owner may sell the Subject Property for sale by owner or list and sell the Subject Property through a real estate broker licensed in the state of Colorado.

**4.2. County Transfer Fee.** Upon closing, the seller shall pay a County Transfer Fee to the County in an amount equal to 1% of the sales price. If the fee imposed by this Section 4.2 is not paid when due, then the fee, all costs of collection of the fee, and interest on the unpaid balance at a rate of 8% per year or at the statutory interest rate in C.R.S. § 5-12-102, as amended, whichever is less, shall constitute a perpetual lien on the Subject Property. The County may foreclose this lien in the same manner as property tax liens of the County.

**4.3. Waiver of County Transfer Fee.** The seller is not required to pay the County Transfer Fee if the seller has already purchased another Deed Restricted Property or if the seller purchases another Deed Restricted Property no more than six months after closing on the sale of the Subject Property. If the seller has not already purchased another Deed Restricted Property, the seller shall make arrangements, to the satisfaction of the Administrator, to place the County Transfer Fee in escrow, and the fee shall remain in escrow until the first to occur of the following two events: (1) The seller acquires title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, and has not purchased any material interest in any other Residential Property in the Telluride R-1 School District in the interim, in which case the County Transfer Fee shall be refunded to the seller; or (2) The seller has not acquired title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, in which case the County Transfer Fee shall be paid to the County.

## **Section 5. Continuing Ownership.**

**5.1. Limitation on Continuing Ownership.** Ownership of the Subject Property is limited to Qualified Owners and their Spouses. The Administrator may, at any time: (1) require the Subject Property Owner to verify that he or she is a Qualified Owner, (2) require the Subject Property Owner to verify that any Occupant is a Qualified Occupant, (3) require the Subject Property Owner to verify that he or she has not defaulted in any Secured Obligation related to the Subject Property, and/or (4) require the Subject Property Owner to verify that he or she is otherwise fully compliant with this Covenant. The Subject Property Owner shall be given a reasonable time to respond to such requests.

**5.2. Approval as a Qualified Owner.** The Administrator shall approve a Subject Property Owner as a Qualified Owner if the Subject Property Owner satisfies: (1) the Continuing Residence Standard, and (2) the Continuing Employment Standard or the Multi-Family Unit Owner Standard.

**5.2.1. Continuing Residence Standard.** The Subject Property Owner has occupied the Subject Property as his or her Primary Residence for at least eight of the twelve months immediately preceding the Compliance Date, as evidenced by documentation the Administrator may request, or, if acceptable to the Administrator, by an affidavit affirming the same.

**5.2.2. Continuing Employment Standard.** The Subject Property Owner supplies documentation that the Administrator acknowledges is sufficient to verify at least one of the following.

(a) The Subject Property Owner has been employed for at least 1032 hours of the twelve months immediately preceding the Compliance Date.

(b) The Subject Property Owner is Retired.

(c) The Subject Property Owner is at least 55 years of age and has maintained Primary Residence in the Telluride R-1 School District for a total of at least twenty years and has owned property subject to the County, Town of Telluride or Town of Mountain Village deed restriction, in compliance with the terms of such applicable deed restriction, for the five years immediately preceding the Compliance Date.

(d) The Subject Property Owner is the Spouse of a Qualified Owner.

(e) The Subject Property Owner is the surviving Spouse of a deceased Subject Property Owner.

(f) The Subject Property Owner is the former Spouse of a Qualified Owner and acquired title to the Subject Property as: (i) the Spouse of a Qualified Purchaser; (ii) the Spouse of a Qualified Owner; or (iii) pursuant to a court approved property settlement or other court order.

(g) The Subject Property Owner previously was a Qualified Owner, but is currently unemployed; provided that for at least eight of the twelve months immediately preceding the Compliance Date, the Subject Property Owner met the requirements for approval as a Qualified Owner and/or received unemployment benefits from the Colorado Department of Labor.

**5.2.3. Multi-Family Unit Owner Standard.** The Subject Property Owner supplies documentation that the Administrator acknowledges is sufficient to verify the following:

(a) The Subject Property Owner rents the Subject Property to a Qualified Occupant, subject to a minimum 12-month lease, who meets the Continuing Residence Standard in 5.2.1 above and meets the Continuing Employment Standard in 5.2.2 above; and

(b) The Subject Property Owner is in full compliance with all other deed-restriction covenants in San Miguel County.

**5.3. Transfer of Title.** The Subject Property Owner must receive approval from the Administrator prior to entering into or executing any transaction that conveys title to an interest in the Subject Property, including but not limited to transfer of title to an Estate Planning Entity.

**5.4. Exemptions.** If the Subject Property Owner supplies documentation sufficient to verify any of the following, he or she shall be exempt from the Continuing Residence Standard, the Continuing Employment Standard, or both in accordance with the terms and conditions set forth below.

**5.4.1. Beneficiary Owner.** The Subject Property Owner is a Beneficiary Owner; provided that he or she notifies the Administrator within thirty days of the date that he or she acquires title to the Subject Property and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. A Beneficiary Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards, and shall be deemed a Qualified Owner for all purposes in connection with this Covenant, for one year after acquiring title to the Subject Property. Furthermore, a Beneficiary Owner shall receive an automatic Approval to Rent for one year after acquiring title to the Subject Property. After one year, a Beneficiary Owner must receive approval as a Qualified Owner or otherwise comply with the terms of this Covenant.

**5.4.2. Co-Borrower.** The Subject Property Owner is on title to the Subject Property as a Co-Borrower pursuant to Section 2.3. A Co-Borrower who is a Subject Property Owner shall be exempt from the Continuing Residence and Continuing Employment Standards as long as he or she is compliant with the terms of the Co-Borrower Agreement.

**5.4.3. Absence for Less than One Year.**

(a) Subject Property Owner. The Subject Property Owner will be absent from the Four County Region for a period of time greater than four months but not greater than one year; provided that the Subject Property Owner notifies the Administrator at least one month before starting the leave of absence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for one year after the date the Subject Property Owner begins the leave of absence. The Subject Property Owner must receive approval as a Qualified Owner no later than one year after returning from the leave of absence.

(b) Qualified Tenant and Qualified Occupant. No Qualified Tenant or Qualified Occupant shall receive an exemption from either the Continuing Residence or the Continuing

Employment Standards for any absence for a period of time greater than four months. No Tenant shall be allowed to sublet the Subject Property without an exception pursuant to Section 9, below.

**5.4.4. Military Service.** The Subject Property Owner will be absent from the Four County Region due to United States military orders, provided that: (1) the Subject Property Owner notifies the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject Property Owner maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Owner is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Owner maintains voter registration in San Miguel County; and (4) the Subject Property Owner receives approval as a Qualified Owner within one year after he or she is no longer under such United States military orders. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Owner is unable to meet the standards due to United States military orders.

**5.4.5. Family Medical Need.** The Subject Property Owner does not, or will not reside, at the Subject Property in order to care for an Immediate Family member who has a Serious Health Condition, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, provided, however, that the Subject Property Owner notifies the Administrator at least one month after he or she no longer occupies the Subject Property as his or her Primary Residence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation, which documentation, except as prohibited by applicable law, shall include documentation from the Immediate Family Member's Health Care Provider, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, evidencing the need for the Subject Property Owner's absence. The Subject Property Owner must receive approval as a Qualified Owner within one year of when the Family Medical Need ceases.

**5.4.6. Disability.** The Subject Property Owner is Disabled, provided, however, that the Subject Property Owner notifies the Administrator within one month of when he or she no longer meets the Continuing Employment Standard and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from the Continuing Employment Standard for as long as the Subject Property Owner is Disabled. The Subject Property Owner shall also be exempt from the Continuing Residence Standard for six months after the date he or she provides the Administrator with the notice required herein.

## **Section 6. Continuing Occupancy.**

**6.1. Limitation on Continuing Occupancy.** Occupancy of the Subject Property is limited to Qualified Owners and their Spouses, and to Qualified Occupants. The Administrator may, at any time, require any Occupant to verify that he or she is a Qualified Occupant and/or is otherwise fully compliant with this Covenant. The Owner of the Affordable Housing Multi-family Unit is responsible for Limiting occupancy only to Qualified Tenants and Occupants.

**6.2. Approval as a Qualified Occupant.** The Administrator shall approve an Occupant as a Qualified Occupant if the Occupant does not own or control any interest or right in the Subject Property whatsoever, and provides documentation that the Administrator acknowledges is sufficient to verify that the Occupant: (1) is under twenty-one years of age; and (2) is a member of the Qualified Owner's Immediate Family; OR is a member of the Qualified Occupant's Immediate Family; or (3) is Disabled; or (4) is earning Qualifying Income for an average of at least thirty hours per week. Examples of such documentation are set forth in the Procedures.



**6.3. Effect of Failure to Receive Approval as Qualified Occupant.** In the event an Occupant fails to receive approval as a Qualified Occupant, such failure shall constitute a violation of this Covenant by the Occupant, the Subject Property Owner and the Qualified Tenant who is named on the Lease for the Subject Property.

**Section 7. Ownership of Other Multi-family Units Allowed.**

**7.1** Any person, group, organization, agency or other entity may own one or more Affordable Housing "Multi-family Units" defined below, Section 12.28.

**Section 8. Ownership of Other Residential Property Prohibited.**

**8.1. Prohibition for Property Occupants.** Subject Property Occupants as well as their Spouses and Dependents, if any, may not own more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District. This prohibition includes partial or full corporate ownership established to provide a beneficial interest sufficient to permit the use and occupancy by the owner or part-owner of such property. Except as otherwise provided in this Section 8, and unless granted an exception pursuant to Section 9, failure to comply with this Section 8.1 is a violation of this Covenant and shall be addressed in accordance with the provisions of Section 10 of this Covenant.

**8.2. Definitions.** The following definitions shall apply to this Section 7.

**8.2.1. Acquisition Date.** The date on which the Subject Property Owner acquires title to the Subject Property.

**8.2.2. Appraised Value.** The value of the Subject Property arrived at by the process described in Section 7.4.

**8.3. Grace Period for Qualified Purchasers.** If an Ownership Applicant is approved as a Qualified Purchaser and he or she, or any other Subject Property Owner, or any Occupant, or the Spouse or Dependent of the Qualified Purchaser or of any other Subject Property Owner or Occupant owns more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District on the Acquisition Date, the Subject Property Owner shall have a grace period of one year from the Acquisition Date to sell the other Residential Property or obtain an exception pursuant to Section 8 Insert exception or reword in the case of Qualified Owners of multi family

**8.4. Appraisal.** If the Subject Property Owner has not sold the other Residential Property or obtained an exception within nine months after the Acquisition Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Acquisition Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value to the Administrator within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

**8.5. Sale of Subject Property at Expiration of Grace Period.** If, at the expiration of the grace period provided for in Section 7.3, the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with this Covenant, the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner obtains an exception or otherwise complies with this Covenant.

**8.6. Further Price Reductions.** If the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant within fifteen months after the Acquisition Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property Owner has sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 7, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

## **Section 9. Exceptions.**

**9.1. Purchase, Rental, Ownership and Occupancy Requirements.** Any: (1) Ownership Applicant, Rental Applicant, Subject Property Owner or Occupant who does not meet one or more of the requirements for approval as a Qualified Purchaser, Qualified Tenant, Qualified Owner, or Qualified Occupant, respectively, may apply to the Administrator for an exception to any such requirement. The Administrator shall refer a copy of the proposed exception to any Association governing the Subject Property and the Association shall be given a reasonable opportunity to review and comment on the proposed exception prior to final review and action.

**9.2. Prohibition on Ownership of Other Residential Property.** Any Subject Property Owner or Occupant, or any such Subject Property Owner or Occupants' Spouse or Dependent, who owns Residential Property in violation of Section 7.1, may apply to the Administrator for an exception.

**9.3. Standards for Granting an Exception.** The Administrator shall not grant an exception except upon a finding that the person requesting the exception has established compelling circumstances, which shall not include financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant. When considering whether the requested exception is consistent with the purpose and intent of this Covenant as stated in Recital A, the Administrator shall consider the following guidance:

**9.3.1. Stable Resident Population.** This Covenant is intended to help preserve a stable resident population, strong sense of community, and socio-economic mix in the Telluride Region by ensuring a sufficient supply of housing that is affordable and responsive to the diverse needs of the various segments of the community employed in the Telluride R-1 School District.

**9.3.2. Deed Restricted Property Market.** This Covenant creates a housing market for employees in which sales prices directly relate to the income earned by those who live and work in the Telluride R-1 School District (Qualified Purchasers), while allowing customary free-market practices to influence the sale and rental of Deed Restricted Property as much as possible. Exceptions to this

Covenant should be allowed only when the exception will not affect the correlation between local income levels and sales prices.

**9.3.3. Consistency and Uniformity.** Consistency and uniformity is of vital importance. It is only through consistent and uniform application of this Covenant that the Deed Restricted Property market will remain properly defined, thus allowing free-market forces to accurately regulate the sales prices of Deed Restricted Property.

## **Section 10. Violations and Remedies.**

**10.1. Notification of Violation.** In the event an alleged violation of this Covenant is discovered, whether pursuant to a procedure or provision herein, from a citizen complaint, or by other means, the Administrator shall send a written notice of such violation to all Subject Property Owners of the Subject Property, and if applicable, to Occupants of the Subject Property. The notice shall state: (1) the nature of the alleged violation; (2) the specific provisions of this Covenant that the Subject Property Owner and/or Occupant has allegedly violated; (3) the steps required by the Subject Property Owner and/or Occupant to cure the violation; (4) the remedies that the County may pursue if the alleged violation is not cured; (5) the reasonable timeframe within which the Subject Property Owner and/or Occupant must cure the alleged violation; (6) that the Subject Property Owner and/or Occupant has a right to request a hearing before the Administrator to determine the merits of the allegations and to discuss potential remedies; (7) that the Subject Property Owner and/or Occupant must notify the Administrator that he or she requests such a hearing no later than fifteen days after receiving the notice; and (8) that the alleged violation will be considered conclusively determined if the Subject Property Owner and/or Occupant does not request such a hearing.

**10.2. Public Hearing.** All materials that any party wants the Administrator to consider at a hearing pursuant to Section 9.1 must be submitted to the Administrator no later than ten working days before the date of the hearing. Unless prohibited by law, all submitted materials will be included in the public record for the hearing. At the conclusion of the hearing, the Administrator shall: (1) find the alleged violation conclusively determined, (2) find that the alleged violation lacks merit, or (3) continue the hearing to a specified date and time.

**10.3. Definitions.** The following definitions shall apply to this Section 9.

**10.3.1. Appraised Value.** The value of the Subject Property arrived at by the process described in Section 9.4.1.

**10.3.2. Violation Date.** The date on which a violation is conclusively determined.

**10.4. Procedure for Subject Property Owner to Cure Violation.** If a violation is conclusively determined with respect to the Subject Property Owner, the Subject Property Owner shall have one year from the Violation Date to cure the violation.

**10.4.1. Appraisal.** If the Subject Property Owner has not cured the violation within nine months after the Violation Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Violation Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two

values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

**10.4.2. Sale of Subject Property to Cure Violation.** If the Subject Property Owner has not cured the violation within one year after the Violation Date, then the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner otherwise cures the violation.

**10.4.3. Further Price Reductions.** If the Subject Property Owner has not cured the violation within fifteen months after the Violation Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property is sold or the Subject Property Owner otherwise cures the violation; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 9, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

**10.5. Procedure for Occupant to Cure Violation.** If a violation is conclusively determined with respect to an Occupant, the Occupant shall have sixty days from the date that the Occupant received the notice required by Section 10.1 to cure the violation. If the Occupant has not cured the violation at the end of this sixty-day period, then the Occupant shall immediately vacate the Subject Property. An Occupant's violation of this Covenant also constitutes a violation by the Subject Property Owner and the Qualified Tenant who is named on the Lease for the Subject Property, if applicable.

**10.6. Noncompliant Transfer Voidable.** Title to the Subject Property, whether in whole or in part, shall not be sold or otherwise conveyed except in accordance with this Covenant. In the event the Subject Property is sold or otherwise conveyed in any manner that is not in accordance with this Covenant, such sale or conveyance shall be voidable at the County's option. If such sale or conveyance is declared void it shall confer no title whatsoever upon the purported transferee.

**10.7. Additional Remedies.** In the event of default by any Party, to any section of this Covenant, any other Party to this Covenant, following notice and opportunity to cure, may pursue all available remedies, including but not limited to an action for specific performance, injunctive relief and/or damages. The remedies provided for herein are cumulative in nature. Personal jurisdiction and venue for any civil action commenced by any Party to this Covenant, whether arising out of or relating to this Covenant, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado. This Covenant shall be governed by and construed in accordance with the laws of the State of Colorado. The prevailing Party in any action arising from this Covenant shall recover their costs, fees and expenses, including reasonable attorney fees and expert witness fees, from the other Party. No failure by any Party hereto to exercise any right that it may have pursuant to this Covenant shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Covenant, or of any other right expressly or implicitly granted herein.

## **Section 11. Documentation and Notices.**

**11.1. Documentation.** The Administrator must be able to verify the truth and authenticity of any documentation submitted pursuant to this Covenant, and may refuse to accept any documentation that is not reasonably verifiable by an independent and reliable source. Furthermore, the submitted documentation must be reasonably sufficient for the Administrator to find that, as a whole, it establishes compliance with the applicable standard or requirement. Any person who submits documentation pursuant to this Covenant shall submit an affidavit along with the documentation, stating that all such documentation is true and accurate. If any documentation is determined to be inaccurate, the person who submitted such documentation is subject to disqualification from the application and/or approval process.

**11.1.1. Privilege or Disclosure Otherwise Prohibited by Law.** Any person who, in connection with the procedures contained in this Covenant, references customers and/or clients with whom he or she has a relationship that is subject to a legal privilege, such as the attorney-client, therapist-client, or physician-patient privilege shall not, in any event, be required to disclose the names or any other identifying information of such customers and/or clients. In this case, the person shall provide all of the required documentation but shall rename all clients as "Client 1," "Client 2," etc. Furthermore, no person shall be required to submit or disclose any documentation, the submission or disclosure of which is prohibited by law.

**11.1.2. Confidentiality.** The Administrator shall review and maintain all financial information, business client information, and any other information required by law to be kept confidential, that is submitted pursuant to the terms of this Covenant, in absolute and strict confidence. Under no circumstance shall any such confidential information be purposefully disclosed in any manner to any person other than the County, the Administrator the San Miguel County Attorney, the San Miguel County Administrator, or any other person or entity with the consent of the person who submits the information, provided that such disclosure is not otherwise prohibited by law.

**11.2. Notices.** Any notice in connection with this Covenant shall be in writing, addressed to the appropriate Party, and shall be delivered in person, by overnight delivery or courier service, or by the United States Postal Service certified mail, return receipt requested, and with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be those set forth below. A Party may change their address only by providing written notice of such change to all other Parties.

<b><u>If to Subject Property Owner:</u></b>  See address listed above in introductory paragraph	<b><u>If to County:</u></b> Mailing Address: Office of the County Attorney P.O. Box 791 Telluride, CO 81435 Phone: 970-728-3879 Fax: 970-728-3718 Email: attorney@sanmiguelcounty.org
	<b><u>If to Administrator:</u></b> San Miguel Regional Housing Authority 820 Black Bear Road P.O. Box 840 Telluride, CO 81435 Phone: 970-728-3034 Fax: 970-728-5371

**11.3. County Assistance and Financial Counseling upon Default of Secured Obligation.** Any Subject Property Owner who receives notification of a past due payment(s), a default in payment, or a default of any other obligation due or to be performed pursuant to a Secured Obligation, shall notify the Administrator, who shall in turn notify the County no later than two weeks after the Subject Property Owner received such notification. Subject to availability of funds, the County may, in its sole discretion, provide temporary financial assistance and/or financial counseling to the Subject Property Owner, which assistance shall be subject to terms and conditions the County deems necessary, including, but not limited to provisions for the Subject Property Owner to repay the County. A Subject Property Owner is encouraged to make the Administrator aware of these circumstances as early as possible to best allow the County to determine if any such assistance is feasible, it being recognized that the longer the default exists, the less likely it is that the County can provide assistance. Nothing herein shall obligate the County to provide such assistance.

## **Section 12. Definitions.**

The Parties acknowledge and agree to the following definitions and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, the following definitions shall be given the meaning ascribed to the term as the same are stated below:

**12.1. Administrator.** The County or the County's designee.

**12.2. AMI.** The area median income for San Miguel County, Colorado based on the most recently published area median income limits established by the United States Department of Housing and Urban Development.

**12.3. Application Fee.** The fee, in an amount set by County resolution, paid to the Administrator to process any application submitted pursuant to this Covenant.

**12.4. Assets.** With respect to any person or entity, anything that has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action that belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Except, however, Assets shall not include pension plans, 401a plans, 401k plans, IRAs, or other similar retirement accounts, provided that the Ownership Applicant is not eligible to take a distribution therefrom without penalty.

**12.5. Beneficiary Owner.** A Subject Property Owner who is not a Qualified Owner, and who acquires title to the Subject Property as the result of the death of the deceased Subject Property Owner, whether through joint tenancy, a will, the intestacy provisions of the Colorado probate code or other applicable law, or the provisions of an Estate Planning Entity.

**12.6. Co-Borrower Agreement.** An agreement by which a person is permitted to be on title to the Subject Property without otherwise meeting the terms for approval as a Qualified Purchaser or Qualified Owner in order to assure that a Qualified Purchaser or Qualified Owner is able to secure a loan.

**12.7. Compliance Date.** The date on which the Administrator notifies the Subject Property Owner and/or Occupant(s) that he or she must verify compliance with the terms of this Covenant and receive approval as a Qualified Owner or Qualified Occupant.

**12.8. Complying Offer Terms.** An offer to acquire the Subject Property that is for cash (eg. does not require Subject Property Owner to carry back seller-financing) that is equal to or exceeds the current listing price of the Subject Property, and that proposes a closing of not later than 90 days from the offer date.

**12.9. Contract Price.** The price of the Subject Property as identified on a Colorado Real Estate Commission approved form for the purchase and sale of the Subject Property that is fully executed between the current Subject Property Owner and any given Ownership Applicant.

**12.10. Contributing Occupant.** An Occupant who is, or who will be, contributing funds towards the acquisition of the Subject Property or towards payments on a Secured Obligation encumbering the Subject Property.

**12.11. County.** The County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners or as the San Miguel County Housing Authority.

**12.12. County PUD/Subdivision Approvals.** The approvals granted for the Lawson Hill Subdivision/PUD by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the Lawson Hill Subdivision/PUD recorded in the Official Records.

**12.13. County Transfer Fee.** A fee in an amount equal to one percent of the Contract Price that the seller of the Subject Property shall pay to the Administrator upon closing of a sale of the Subject Property.

**12.14. Deed Restricted Property.** Any property in unincorporated San Miguel County that is subject either to the Original Deed Restriction, or to a real covenant, equitable servitude, or other agreement in favor of the County, and restricting the ownership, use and occupancy of such property to persons who satisfy certain requirements, terms, and/or qualifications.

**12.15. Dependent.** Any person who can be claimed as a Qualifying Child or Qualifying Relative on another's federal tax return.

**12.16. Disabled.** A person who receives Social Security Disability, Worker's Compensation for Permanent Total Disability, and/or disability payments through any other official state or federal disability program.

**12.17. Domestic Partnership.** A relationship between two individuals of the same or opposite sex in which: (1) each individual is at least eighteen years of age; (2) neither individual is legally married to another person or in a Domestic Partnership with another person; (3) the individuals are not related by blood closer than would bar marriage in the state of Colorado; (4) the individuals share a mutual obligation of support and responsibility for each other's welfare; and (5) the individuals are financially interdependent as documented by at least two of the following arrangements: (a) common ownership of real property or a common leasehold interest in real property; (b) common ownership of a motor vehicle; (c) a joint bank account or a joint credit account; (d) designation as a beneficiary for life insurance or retirement benefits, or under a will; (e) assignment of durable power of attorney; or (f) such other proof that the Administrator deems sufficient to establish financial interdependency.

**12.18. Estate Planning Entity.** A trust, family limited partnership or similar entity created and funded by a Qualified Owner and controlled by such Qualified Owner until that Qualified Owner's death or disability.

**12.19. Four County Region.** San Miguel County, Montrose County, Ouray County and Dolores County, all in the State of Colorado.

**12.20. Homeowners' Association or Condominium Association ("Association").** An association of owners organized under § 38-33.3-301, C.R.S., as amended.

**12.21. Household Non-Qualifying Income.** The combined Non-Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

**12.22. Household Qualifying Income.** The combined Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

**12.23. Immediate Family.** A person's parents, Spouse, children, and siblings; and a person's Spouse's parents, children and siblings. The terms "parents," "children," and "siblings" includes step-relatives, adopted/adoptive relatives and foster relatives.

**12.24. Lender.** An individual or company that has loaned funds to the Subject Property Owner for the purpose of financing some portion of the Subject Property Owner's acquisition of the Subject Property, which loan is secured by a Secured Obligation duly recorded against the Subject Property.

**12.25. Liabilities.** With respect to any person or entity, the total amount owed on obligations that legally bind the person or entity to settle a debt.

**12.26. Live-work Housing.** A multi-family structure located within the Low Intensity Industrial (I) Zone containing Affordable Housing dwelling units, and industrial space. The number of industrial units may not exceed the number of Affordable Housing dwelling units in each structure. A Live-work Housing Unit is considered "Multi-Family Unit."

**12.27. LUC.** The San Miguel County Land Use Code.

**12.28. Multi-family Unit.** A dwelling unit in a structure containing three (3) or more such units not including hotels and lodges, but including town houses, with accessory use facilities limited to an office, laundry, recreation facilities and off-street parking used by the occupants. One or more dwelling units located within an office, retail or service commercial building, including Live-work Housing Unit(s), shall be considered multi-family dwelling unit(s).

**12.29. Net Assets.** With respect to any person or entity, Assets minus Liabilities.

**12.30. Non-Qualifying Income.** All income that is not Qualifying Income. With respect to any person or entity, Non-Qualifying Income includes, but is not limited to, any money, and the cash value of any goods or services in lieu of money, received from any source whatsoever, including but not limited to



remuneration for labor, products or services; money received from governmental assistance programs; tax refunds; prize winnings; gifts; pensions; investments; and money, or goods or services in lieu of money, received from any other source. Except, however, Non-Qualifying Income shall not include any of the following: (a) income taxed by the federal government but not distributed to such person or entity, or funds distributed to cover the anticipated tax liability of the non-distributed income, but only to the extent that such funds do not exceed the tax liability of the non-distributed income; or (b) equity from the proceeds of a sale of the Ownership Applicant's previous Primary Residence that was sold within the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application or (c) a gift or any other funds up to 30% of the Contract Price of the Subject Property.

**12.31. Occupant.** Any person who occupies the Subject Property as his or her Primary Residence but who has no ownership interest in the Subject Property.

**12.32. Official Records.** The official records of the Clerk and Recorder of San Miguel County, Colorado.

**12.33. Option to Purchase.** A separately executed and recorded agreement providing the County with an option to purchase the Subject Property under certain specified circumstances. The Subject Property may or may not be subject to an Option to Purchase. As stated in Section 1.1, this Covenant does not affect the rights of any party to any Option to Purchase and does not affect the rights of any Lender.

**12.34. Original Plat Note.** That certain plat note included on the County PUD/Subdivision Approvals for the Subdivision, which plat note restates LUC § 5-1304 as it existed on the date the plat was recorded.

**12.35. Ownership Applicant.** Any person who desires to purchase the Subject Property and who submits a Purchase Application and pays the appropriate Application Fee.

**12.36. Primary Residence.** A person's principal or primary home or place of abode, meaning that home or place of abode in which a person's habitation is fixed and to which that person, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. In determining what is a person's principal or primary home or place of abode, the following circumstances relating to such person may be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of Immediate Family, if any, leaseholds, situs of personal and real property, and motor vehicle registration.

**12.37. Procedures.** The uniform procedures adopted pursuant to Section 13.3.

**12.38. Public Sector Employer.** The state of Colorado and its agencies and entities, counties, cities, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, and drainage conservation companies or districts organized and existing under the laws of the state of Colorado.

**12.39. Purchase Application.** The form that an Ownership Applicant submits to the Administrator to request approval as a Qualified Purchaser, and which requires certain documentation and information necessary to determine if the Ownership Applicant satisfies the requirements for approval as a Qualified Purchaser. The Ownership Applicant must verify that all information provided in the Purchase Application is true and accurate. If any of the information is determined inaccurate or non-verifiable, the Ownership Applicant may be subject to disqualification.

**12.40. Qualified Occupant.** Any person who is not the Subject Property Owner, and who occupies the Subject Property as his or her Primary Residence in compliance with this Covenant.

**12.41. Qualified Owner.** Any person or entity with an ownership interest in the Subject Property, who maintains such ownership in compliance with this Covenant as provided for in Section 5; or the County, the Town of Telluride, or the Town of Mountain Village.

**12.42. Qualified Purchaser.** An Ownership Applicant who has received approval pursuant to the terms of this Covenant to purchase the Subject Property; or the County, the Town of Telluride, or the Town of Mountain Village.

**12.43. Qualified Tenant.** A Rental Applicant who has received approval pursuant to the terms of this Covenant to occupy the Subject Property pursuant to a rental or lease agreement executed by the Rental Applicant and the Qualified Owner. A person who receives approval as a Qualified Tenant must meet the requirements for approval as a Qualified Occupant for as long as they occupy the Subject Property.

**12.44. Qualifying Income.** Income earned from employment that either requires one's physical presence in the Telluride R-1 School District or that necessitates one's physical presence in the Telluride R-1 School District in order to provide goods or services to residents or visitors in the Telluride R-1 School District.

**12.45. Rental Applicant.** Any person who desires to occupy the Subject Property pursuant to a lease or rental agreement to be executed by the Rental Applicant and a Qualified Owner, and who submits a Rental Application and pays the appropriate Application Fee.

**12.46. Rental Application.** The form that a Rental Applicant submits to the Administrator to request approval as a Qualified Tenant, which requires certain documentation and information necessary to determine if the Rental Applicant satisfies the requirements for approval as a Qualified Tenant. The Rental Applicant must verify that all information provided in the Rental Application is true and accurate. If any of the information is determined to be inaccurate or non-verifiable, the Rental Applicant may be subject to disqualification.

**12.47. Residential Property.** (1) An individual residential dwelling that is developed with open yards on all sides of the dwelling unit, including all manufactured housing (pursuant to C.R.S. 30-28-115(3)) and all mobile homes on permanent foundations, but not including recreational or other wheeled vehicles; (2) a residential dwelling unit in a structure containing two or more such units, the living spaces of which are individually owned, the balance of the property (both land and building) is owned either in common by the owners of the individual units or by an association consisting of such owners; (3) one of at least two individually owned, unconnected residential dwelling units located on property owned either in common by the owners of such units or by an association consisting of such owners; or (4) a legally created parcel of land shown with a separate and distinct number or letter on a subdivision plat recorded in the Official Records, or a parcel described by metes and bounds with access to at least one dedicated public right-of-way and held under separate ownership; and that is zoned for Residential Use.

**12.48. Residential Use.** Real property that is used or legally could be used for non-commercial dwelling purposes.

**12.49. Retired.** A person who is more than 59 years of age and is receiving pension benefits, retirement benefits, IRA disbursements, or Social Security retirement benefits.

**12.50. Secured Obligation.** Any payment or other material obligation due to be performed under a promissory note secured by a deed of trust, mortgage, or other security instrument, encumbering the Subject Property.

**12.51. Spouse.** One's husband or wife by lawful marriage, or a person with whom one is a member of a Domestic Partnership.

**12.52. Subdivision.** The subdivision of land reflected in the County PUD/Subdivision Approval, which was established pursuant to the Subdivision Governing Documents.

**12.53. Subdivision Governing Documents.** The Subdivision was created pursuant to that certain General Declaration and Final Plat(s), as the same may be amended or supplemented from time to time, as described on attached Exhibit "A".

**12.54. Subject Property Owner.** The person(s) or entity identified as such in this Covenant, inclusive of his/her/their heirs, successors, personal representatives, assigns, designees, lessees, licensees, grantees, transferees, or any other person or entity who has a present right to possess, use or convey a legally recognized and protected interest in the Subject Property.

**12.55. Telluride Region.** The area identified as such in the San Miguel County Master Plan.

**12.56. Total Household Assets.** The combined Net Assets of all Ownership Applicants and Contributing Occupants.

### **Section 13. General Provisions.**

**13.1. Recording of Covenant.** This Covenant shall be recorded in the Official Records upon execution.

**13.2. Covenant Running With the Land - Binding Effect.** Each and every conveyance of the Subject Property, for all purposes, shall be deemed to include this Covenant and to fully incorporate all terms of this Covenant by this reference. This Covenant constitutes a real covenant and equitable servitude that runs with the Subject Property through the expiration of the Term and burdens the Subject Property for the benefit of the County, and shall be binding on the Subject Property Owner, and on the heirs, personal representatives, assigns, lessees and licensees, any transferee of the Subject Property Owner, and any other person or entity who becomes the Subject Property Owner of the Subject Property.

**13.3. Procedures.** The Parties recognize and agree that the County may from time to time adopt uniform procedures intended to further implement the provisions of this Covenant, including the administration of appeals to any decision rendered pursuant to this Covenant. The Procedures shall not materially differ from or alter any of the terms and conditions of this Covenant. Prior to adoption of the Procedures, the County shall make materials available for reasonable public review and comment and reasonable notice of the proposed action and right to review and comment shall be given the Subject Property Owner. The Procedures, when adopted, shall be made available at the County and Administrator offices.

**13.4. Further Actions.** The parties to any agreement contemplated under this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

**13.5. Gender and Number.** Whenever the context so requires in this Covenant, the neuter gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.

**13.6. Non-discrimination.** No person shall be discriminated against on the basis of race, national origin, sex, color, creed or physical infirmity.

**13.7. Personal Liability.** The Subject Property Owner shall be personally liable for any violations of this Covenant.

**13.8. Severability.** Should a court of competent jurisdiction find and determine that a specific provision or provisions of this Covenant are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Covenant, which shall remain legally valid and in full force and effect.

**13.9. Successors.** Except as otherwise provided herein, the provisions and covenants contained in this Covenant shall inure to and be binding upon the heirs, successors and assigns of the Parties.

**13.10. Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any Party hereto, except on the basis of a written instrument executed by the Parties hereto. Nothing in this Covenant shall be deemed to waive or otherwise limit any defenses or immunities that may be available to the County or the Administrator under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. et seq., or other applicable law.

**13.11. Counterparts.** This Covenant may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Covenant shall not be necessary, but may be executed by the Parties.

**13.12. No Third Party Benefit.** Except as herein provided, no person or entity, other than a Party to this Covenant, shall have any right of action under this Covenant. It is the express intent of the Parties hereto that any person or entity who is not a Party to this Covenant, but who receives services or benefits under this Covenant, shall be deemed an incidental beneficiary only.

**13.13. Integration.** This Covenant constitutes the entire integrated understanding of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties.

**13.14. Captions.** Captions are for convenience only and are not to be construed as defining or limiting in any way the scope of intent of the provisions of such Sections.

**IN WITNESS WHEREOF**, the Parties have executed this Covenant as of the Effective Date.

The persons executing this Covenant on behalf of the respective Parties to this Covenant hereby warrant and affirm their authority to enter into this Covenant on behalf of the named Parties hereto and warrant and affirm their authority to bind the named Parties hereto to all terms, conditions, and obligations contained in this Covenant.

**SAN MIGUEL COUNTY, COLORADO:  
BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF SAN MIGUEL,  
STATE OF COLORADO**

By: \_\_\_\_\_  
Kris Holstrom, Chair

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

ATTEST: \_\_\_\_\_  
Carmen Warfield, Chief Deputy Clerk

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF SAN MIGUEL   )

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Kris Holstrom, as Chair of the Board of Commissioners of San Miguel County, Colorado, and by Carmen Warfield, as Chief Deputy Clerk to the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date Commission Expires

**ADMINISTRATOR:**

**SAN MIGUEL COUNTY HOUSING AUTHORITY**

By: \_\_\_\_\_  
Kris Holstrom, Chair

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

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF SAN MIGUEL   )

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Kris Holstrom, as Chair of the San Miguel County Housing Authority.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date Commission Expires

**SUBJECT PROPERTY OWNER**

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

Signature

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

5/22/19

Darcie M Gordon

Print: Darcie M. Gordon as Manager of Mountain Sunflower, LLC

DS

STATE OF COLORADO )

) ss.

COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 22<sup>nd</sup> day of May, 2019, by Darcie M. Gordon as Manager of Mountain Sunflower, LLC.

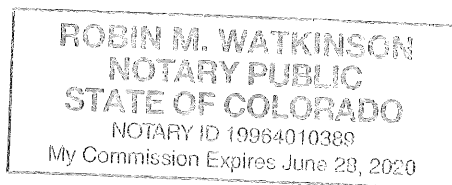
Witness my hand and official seal.

DS

Notary Public

Date Commission Expires

06/28/20



**Exhibit "A"**  
**(Lawson Hill Subdivision/PUD Governing Documents)**

**General Declaration(s) for Lawson Hill Subdivision/PUD:**

- (1) Declaration for Lawson Hill, recorded April 16, 1992, at No. 276371 in Book 490 at page 925
- (2) First Supplement to Declaration for Lawson Hill, recorded May 18, 1992, at No. 276937 in Book 492 at page 340;
- (3) First Amendment to Declaration for Lawson Hill, recorded August 21, 1992, at No. 278961 in Book 496 at page 918;
- (4) Declaration of Covenants, Conditions and Restrictions, recorded September 11, 1992, at No. 279394 in Book 497 at Page 901;
- (5) Second Supplement to Declaration for Lawson Hill, recorded June 16, 1993, at No. 285307 in Book 512 at page 551;
- (6) Second Amendment to Declaration for Lawson Hill, recorded November 8, 1993, at No. 288408 in Book 520 at page 86;
- (7) Fourth Supplement to Declaration for Lawson Hill, recorded October 18, 1994, at No. 295198 in Book 536 at page 655;
- (8) Party Wall Declaration Duplex Residences (Lots 22 A and B), recorded October 9, 1995, at No. 301166 in Book 551 at page 577;
- (9) Declaration of Covenants, Conditions, Restrictions and Easements (Lots 322A and 322 B), recorded December 18, 1995, at No. 302403 in Book 554 at page 658;
- (10) Fifth Supplement to Declaration for Lawson Hill, recorded August 12, 1996, at No. 306843 in Book 565 at page 1002;
- (11) Third Supplement to Declaration for Lawson Hill, recorded August 14, 1996, at No. 306867 in Book 566 at page 34;
- (12) Third Amendment to Declaration for Lawson Hill, recorded July 3, 1997, No. 313200 in Book 583 at page 601;
- (13) Fifth Supplement to Declaration for Lawson Hill, recorded August 6, 1997, at No. 313760 in Book 585 at page 72;
- (14) Correction of Third Supplement to Declaration for Lawson Hill, recorded March 19, 1999, in No. 325041;
- (15) Fourth Amendment to Declaration for Lawson Hill, recorded February 19, 2002, at No. 347160;
- (16) Fifth Amendment to Declaration for Lawson Hill, recorded March 28, 2002, at No. 348021;
- (17) Declaration of Access and Utility Easements Including Use and Maintenance Provisions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2C, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366153;
- (18) Declaration of Access and Utility Easements (Lot HUB-2C), recorded May 13, 2004, at No. 366154;
- (19) Declaration of Covenants and Use Restrictions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366155;
- (20) Sixth Amendment to Declaration for Lawson Hill, recorded March 17, 2006, at No. 382780; and any and all such other, if any, duly executed amendments or supplements to the Declaration (collectively and together with the Original Declaration, the "**Declarations**").

**Final Plats for Lot P Lawson Hill Subdivision/PUD:**



- (1) Plat for Lawson Hill, described as Lawson Hill, Phase 1, recorded on April 16, 1992, at No. 276370 in Plat Book 1 at page 1272;
- (2) Plat for Lawson Hill, described as Lawson Hill, Phase 2, recorded on May 18, 1992, at No. 276936 in Plat Book 1 at page 1282;
- (3) Insubstantial Amendment to Plat, recorded on September 11, 1992, at No. 279392 in Plat Book 1 at page 1353;
- (4) Replat of Lot J in Lots J1 and J2, recorded November 6, 1992, at No. 280738 in Plat Book 1 at page 1373;
- (5) Subdivision Exemption for Lot Line Adjustment, Lots 36A, 36B & tract 508-A, Phase 1 &2, recorded on January 8, 1993, at No. 282137 in Plat Book 1 at page 1398;
- (6) Replat of Lot 211 into Lots 211A and 211B, recorded October 7, 1993, at No. 287768 in Plat Book 1 at page 1564;
- (7) Map, described as Lawson Hill Retaining Wall, Lots 14-18, recorded on January 21, 1994, at No. 289986 in Plat Book 1 at page 1626;
- (8) Second Insubstantial Amendment to Plat, recorded on July 5, 1995, at No. 299682 in Plat Book 1 at page 1887;
- (9) Plat for Lawson Hill P.U.D. Phase 9, recorded July 14, 1995, at No. 299816 in Plat Book 1 at page 1891;
- (10) Substantial Plat Amendment of Lot 322, Phase 5, (Lots 322A & B ), recorded December 12, 1995, at No. 302283 in Plat Book 1 at page 1959;
- (11) Final Plat, Rezoning and Substantial P.U.D. Amendment to Lots 426 & Tract 509, recorded December 19, 1995, at No. 302452 in Plat Book 1 at page 1960;
- (12) Rezoning and Substantial Amendment to Lawson Hill Final Plat and PUD, Lots 11, 12 and 13, Phase One and Two and Lot 425, Phase 9, recorded February 8, 1996, at No. 303353 in Plat Book 1 at page 1995;
- (13) Substantial Plat Amendment to Lot F, Lawson Hill, Filing 6, recorded February 15, 1996, at No. 303470 in Plat Book 1 at page 1998;
- (14) Subdivision Exemption for Essential Community Facilities for Lot 425, Phase 9, recorded April 25, 1996, at No. 304826 in Plat Book 1 at page 2037;
- (15) Lawson Hill PUD, Phase 12, recorded April 25, 1996, at No. 304827 in Plat Book 1 at page 2039;
- (16) Final Plat, Lawson Hill PUD, Phase 11, (Lots 314-316), recorded May 3, 1996, at No. 305016 in Plat Book 1 at page 2046;
- (17) Insubstantial Amendment to Lot 26, Phase One and Two, recorded May 7, 1996, at No. 305068 in Plat Book 1 at page 2047;
- (18) Second Substantial Amendment to the Final Plat of Lot B, Phase 2, recorded July 11, 1996, at No. 306255 in Plat Book 1 at page 2071;
- (19) Telecam/Ilium Subdivision Exemption for Lot Line Adjustment between Lots P, 426, Q, Q-1. Tract 503, Preliminarily Platted Lot T, Tract 509, and Final Plat of Tract 509A, and Insubstantial Plat Amendment for Lot P, recorded September 11, 1996, at No. 307391 in Plat Book 1 at page 2105;
- (20) Substantial Plat Amendment to Final Plat of Lot 425A, Phase 9, recorded September 12, 1996, at No. 307393 in Plat Book 1 at page 2111;
- (21) Subdivision Exemption for a Lot Line Adjustment Between Lot P, Phase 9 and Lot 426, Phase 10, recorded May 15, 1997, at No. 312262 in Plat Book 1 at page 2238;
- (22) Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9,

- (Lot C, Tracts 22, 23, 24 and 26), recorded July 29, 1997, at No. 313585 in Plat Book 1 at page 2261;
- (23) Condominium Map for Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded August 15, 1997, at No. 313918 in Plat Book 1 at page 2273;
  - (24) Second Amendment to the Condominium Map for Top of the Hill at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317668 in Plat Book 1 at page 2339;
  - (25) Condominium Map for Ridgeview at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317670 in Plat Book 1 at page 2340;
  - (26) Substantial Plat and PUD Amendment for Lots 406, 425-4 and 302-9/10, recorded July 28, 1998, at No. 320232 in Plat Book 1 at page 2410;
  - (27) Substantial Plat and PUD Amendment for Lots O, P, 314 and 315, recorded March 16, 1999, at No. 324971 in Plat Book 1 at page 2511;
  - (28) Subdivision Exemption for a Single Lot Split for Lot 400, recorded April 26, 1999, at No. 325920 in Plat Book 1 at page 2540;
  - (29) Substantial Plat and PUD Amendment for Lots 404, 405, 406, 407, 408, 414, 415, 417, 418, 421, 422 and 425-4, recorded May 10, 1999, at No. 326303 in Plat Book 1 at page 2548;
  - (30) Insubstantial Amendment to the Final Plat of Lot 33A, recorded June 2, 1999, at No. 326925 in Plat Book 1 at page 2576;
  - (31) Substantial Plat/PUD Amendment and Lot Line Adjustment of Lots 408, 414 and 425-4, Phase 9, (Lot 410), recorded August 2, 1999, at No. 328259 in Plat Book 1 at page 2604;
  - (32) Substantial Plat/PUD Amendment, Rezoning, Lot Line Adjustment and Road Standard Variance for Lots 6A, 6B, 316, 302-6 and Units 314-11, 314-12, 314-13, 315-1 and 315-2 of Elk Meadows , recorded October 28, 1999, at No. 330139 in Plat Book 1 at page 2628;
  - (33) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot O, recorded December 21, 2000, at No. 338713 in Plat Book 1 at page 2840;
  - (34) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot P, recorded December 21, 2000, at No. 338714 in Plat Book 1 at page 2842;
  - (35) Final Plat of Tract 501, Phase 13, recorded July 27, 2001, at No. 342838 in Plat Book 1 at page 2908;
  - (36) Insubstantial Plat Amendment of Lot 31, recorded November 14, 2001, at No. 345085 in Plat Book 1 at page 2961;
  - (37) Community Map for Ridgeview at Top of the Hill at Lawson Hill Subordinate Association, (Lot O, Unit 1), recorded December 18, 2001, at No. 345802 in Plat Book 1 at page 2974;
  - (38) Supplemental Community Map, Condominium Community of Rio Vistas, Phase II, at Top of the Hill at Lawson Hill Subordinate Association, Located on Lot O, Phase 1, recorded March 14, 2002, at No. 347699 in Plat Book 1 at page 2984;
  - (39) Fifth Supplement to the Condominium Map for Unit SV140 Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded March 15, 2002, at No. 347719 in Plat Book 1 at page 2992;
  - (40) Subdivision Exemption for Lot Line Adjustment and an Insubstantial Plat Amendment for Lots 5B and 6, recorded June 18, 2002, at No. 349809 in Plat Book 1 at page 3033;
  - (41) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, recorded November 22, 2002, at No. 353265 in Plat Book 1 at page 3077;
  - (42) Insubstantial Plat/PUD Amendment, Lot 322-A, recorded December 6, 2002, at No. 353578 in Plat Book 1 at page 3085;

- (43) Substantial Plat/PUD Amendment for Unit SV-141, Sunshine Valley Condominiums, Located on Lot P, recorded January 15, 2003, at No. 354410 in Plat Book 1 at page 3095;
- (44) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314 -2 &3), recorded April 21, 2003, at No. 356713 in Plat Book 1 at page 3126;
- (45) Correction Plat of Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314-2 &3), recorded June 27, 2003, at No. 358311 in Plat Book 1 at page 3156;
- (46) Subdivision Exemption for a Lot Line Adjustment to Adjust Lot Lines Between Tract 503 and Lot Q and Insubstantial Plat Amendment to Eliminate Preliminary Platted Lot T, recorded July 11, 2003, at No. 358629 in Plat Book 1 at page 3158;
- (47) Subdivision Exemption for Single Lot Split for Lot 309, and Lot Line Adjustment for Lot 309, Tract 509 and Tract 511 , Phase 5, (509, 511,309-1-11), recorded September 17, 2003, at No. 360316 in Plat Book 1 at page 3186;
- (48) Lawson Hill PUD, Phase 14, Final Plat and a Replat of Lots J1 and J2, Filing 1 and a Replat of Tract 501, Filing 13, recorded October 9, 2003, at No. 360995 in Plat Book 1 at page 3199;
- (49) Insubstantial Plat/PUD Amendment to Lots J1 and J2, A-1 and Tract 501-W, recorded November 17, 2003, at No. 362028 in Plat Book 1 at page 3211;
- (50) Subdivision Exemption for Lot Line Adjustment of Tracts 501 and 505 and Final Plat of Tract 505, recorded January 21, 2004, at No. 363535 in Plat Book 1 at page 3226;
- (51) Lawson Hill PUD, Phase 15, ( 502, 503-A, 508, 509-B & C, HI and L), recorded October 14, 2005, at No. 378712 in Plat Book 1 at page 3545;
- (52) Lot HUB-2AF, A Subdivision Exemption for Lot Line Adjustment and Insubstantial Plat/PUD Amendment of Lot HUB-2A and Lot HUB-2F, According to the Subdivision Exemption for Single Lot Split and Insubstantial Amendment for Lot A-1, recorded July 14, 2006, at No. 385327 in Plat Book 1 at page 3682;
- (53) Insubstantial Amendment to Tract 503, recorded September 26, 2006, at No. 387097 in Plat Book 1 at page 3734;
- (54) Subdivision Exemption for Lot Line Adjustment for Tract 503, 509B and 509C, recorded September 26, 2006, at No. 387099 in Plat Book 1 at page 3735;
- (55) Substantial PUC and Plat Amendment to Final Plat for Lots 440, 441, 442, 443, 444, Tract 516 and Lot2 Q-2 through Q-37, Substantial Plat and PUD Amendment and Rezoning for Lots Q, Q-1 and 426, recorded December 7, 2006, at No. 388898 in Plat Book 1 at page 3768;
- (56) Subdivision Exemption for a Single Lot Split in an Existing Subdivision Insubstantial PUD Amendment for Lot 316, recorded June 12, 2008, at No. 402053 in Plat Book 1 at page 3969;
- (57) Boundary & Topographic Survey Lot 407, Phase 9, recorded October 8, 2008, in Survey Book 1 at page 672;
- (58) Single Lot Split in an Existing Subdivision for Lot 400, Phase 9, recorded May 29, 2009, at No. 407159 in Plat Book 1 at page 4193; and any and all such other, if any, duly executed amendments or supplements to the Plat.



AGENDA ITEM - 4.b.

**TITLE:**

Ratification of Chair's signature on a request for an 30-day public comment period to at least a 45-day public comment period.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Request for an extension

Upload Date

5/28/2019



## BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

May 29, 2019

Shane Walker  
Planning & Information Staff Officer, U.S. Forest Service  
Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forest  
2250 South Main Street  
Delta, CO 81416

Via email: [mswalker@fs.fed.us](mailto:mswalker@fs.fed.us)

Dear Mr. Walker and Responsible Official(s),

**We are requesting an extension of the 30-day "informal" public comment period for the USFS planned June 10 public release of the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forest Preliminary Draft Forest Plan to at least 45 days.**

The goal of the comment period is to receive information regarding what works in the preliminary draft plan and what needs "fine tuning." The GMUG plan should allow for informed public comment. Extending the "informal" comment period to 45-days will allow the public time to attend an initial webinar, thoroughly review the preliminary document and attend an open house with GMUG specialists to get a better understanding of the document's content and intentions. The Norwood public outreach meeting is scheduled for July 11 from 5-7pm, just hours before the 30-day deadline. The public and GMUG will both benefit from allowing the comment period to be extended for a couple of weeks after the public meeting so that relevant information and understanding gained from the public outreach effort can be incorporated.

Sincerely,

SAN MIGUEL COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

Kris Holstrom, Chair



AGENDA ITEM - 4.c.

**TITLE:**

Approval by the Board of Commissioners to approve Cheryl Miller to serve a two year term as the Strong Start's Early Childhood Advisory Panel community member at-large member.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached memo.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

ECAP Request

Upload Date

6/14/2019

## Strong Start Program

PO Box 4216 | 657 W. Colorado St. | Telluride, CO 81435  
[Coordinator@strongstartstrongcommunity.org](mailto:Coordinator@strongstartstrongcommunity.org) | 970.728.5613  
[www.strongstartstrongcommunity.org](http://www.strongstartstrongcommunity.org)



June 14, 2019

Dear San Miguel Board of County Commissioners,

During a recent Strong Start Early Childhood Advisory Panel (ECAP) meeting, it came to our attention that Cheryl Miller's community member at-large seat was up for renewal on May 1, 2019 due to being assigned the initial 1-year seat. ECAP is requesting your approval of Cheryl Miller to serve an additional 2-year term starting May 1, 2019 through April 30, 2021 as we continue to build Strong Start programming. In the spring of 2021, we will work with San Miguel County administration to open up the application process for other interested community members to apply for this seat.

Thanks for your consideration.

Signed,

Kathleen Merritt  
Strong Start ECAP Chair



AGENDA ITEM - 4.d.

**TITLE:**

Approval of Chair's signature as the Board of Commissioners to approve an IGA with Montrose County on a Jail based Behavioral Services Grant.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To be approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached detail information.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Jail Based Behavioral Services IGA

Upload Date

5/30/2019





Carmen Warfield <carmenw@sanmiguelcountyco.gov>

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## Jail based Behavioral Services (Grant and IGA with Montrose Co.)

1 message

---

Amy Markwell <amym@sanmiguelcountyco.gov>

Tue, May 28, 2019 at 10:27 AM

To: Bill Masters <sheriffbillmasters@gmail.com>, Jennifer Dinsmore <jenniferd@sanmiguelsheriff.org>, Lynn Black <lynnb@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>, Tonya McCann <tonyam@sanmiguelcountyco.gov>

I received the following information from Montrose Co. I would like to have this IGA before the BOCC at their 6/19 meeting if at all possible so that we can comply with Montrose's deadline of July 1.

Any questions or concerns about some of the details in the IGA? The generic provisions looked fine to me.

Thanks!

On May 22, 2019, at 10:59 AM, Lane Thomasson <lthomasson@montrosecounty.net> wrote:

Hi Amy,

Attached is a draft of the jail-based behavioral services (JBBS) grant IGA. Montrose County has signed on to be the fiscal agent for this grant for 2019-2020, and the grant includes all 7<sup>th</sup> JD counties that have jails ie Delta, San Miguel, Gunnison. I have put together this IGA in accordance with the statement of work and work plan, which I will send to you via snail mail (or any other method you prefer) as the file is too large to send via email. We would like to get all counties signed on before July 1<sup>st</sup>, although I know that is coming up very quickly. Let me know if you have any amendments to the IGA or any questions.

Regards,

Lane

**Lane Thomasson**

Assistant County Attorney

Montrose County

317 South 2nd Street

Montrose, Colorado 81401

Phone: (970) 252-4514

Fax: (970) 249-7761

lthomasson@montrosecounty.net

Amy

Amy T. Markwell

San Miguel County Attorney



P.O. Box 791  
333 West Colorado Avenue, 3rd Flr.  
Telluride, CO 81435  
Tel.: 970-728-3879  
FAX: 970-728-3718  
[amym@sanmiguelcountyco.gov](mailto:amym@sanmiguelcountyco.gov)

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**2 attachments**



**20190520 JBBS Grant IGA.doc**  
70K



**JBBS Contract.2019.pdf**  
6558K

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF  
MONTROSE COLORADO AND THE COUNTIES OF DELTA, GUNNISON, AND SAN  
MIGUEL REGARDING JAIL BASED BEHAVIORAL SERVICES GRANT FOR 2019-  
2020**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners of the County of Montrose, Colorado, the and Fiscal Agent, hereinafter referred to as "Grantee," "Fiscal Agent," or "Montrose County," and the other member Counties of the Jail Based Behavioral Services Program Coordination Group, namely the Colorado counties of Delta, Gunnison, and San Miguel Counties (hereinafter "Member County(ies)"); collectively "Parties."

**RECITALS**

WHEREAS, pursuant to section 18(2)(a) and (2)(b) of Art. XIV of the Colorado Constitution and C.R.S. 29-1-201, *et seq*, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units with the approval of the legislative body or authority of the unit having the power to so approve; and

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

WHEREAS, the JBBS Program, which been operational since 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S. § 18-19-103, has the goal of providing appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration, which should result in shorter jail sentences and decreased recidivism through better identification and treatment of behavioral health needs; and

WHEREAS, in May 2018, the Colorado General Assembly passed Senate Bill 18-250, which allocated additional funding to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis, and treatment, as well as psychiatric prescription services and the purchase of medications; and

WHEREAS, the counties of Gunnison, Delta, Montrose, and San Miguel are part of the JBBS Program Coordination Group and will benefit from the additional funding of the JBBS Program; and

WHEREAS, Montrose County has been designated as Fiscal Agent for the 7<sup>th</sup> Judicial District for purposes of the Grant Funds provided by the State of Colorado Department of Human Services for the JBBS Program; therefore, serves as Grantee and responsible County of the Grant Funds; and

WHEREAS, the 7<sup>th</sup> Judicial District member counties of Gunnison, Delta, Montrose, Ouray, San Miguel and Hinsdale wish to enter into this IGA with, and between, each other to set forth the mutual understanding between the Parties regarding the grant funds.

THEREFORE, Consistent with the principles set forth herein, the Parties enter into this IGA.

All Attachments and Exhibits herein referenced and attached are incorporated by this reference and made a part of this IGA.

Grant funds will be managed in accordance with the State of Colorado Department of Health and Human Services Contract (hereinafter referred to as "Grant Agreement" and attached as Exhibit 1) Section 5 as revised or amended and reissued by the State of Colorado year to year; and the requirements of the respective grant agreements.

## I. RESPONSIBILITIES OF MEMBER COUNTIES

Each Member County agrees to:

1. Comply with all federal, state and local laws and regulations, as required in the Grant Agreement.
2. The funds provided under the terms of the Grant will be used for the purposes set forth in this IGA and the respective referenced Grant Agreement and Statement of Work that are the subject of this Agreement.
3. To use the grant funds according to the grant requirements and Statement of Work set forth in the Grant Agreement, and accept the responsibility of managing its own resources related to use of the grant funds, including personnel and equipment.
4. To coordinate and work collaboratively with each other and with any contracted 3<sup>rd</sup> party needed to complete the Scope of Work set forth in this Agreement the Grant Agreement to achieve the stated purpose of the Grant.
5. To keep and maintain appropriate records, including inventory of any equipment and supplies received; work and progress accomplished for the project(s) and accounting of the funds used in accordance with the requirements set forth in the Agreement between County, as Grantee, and Department of Human Services, State of Colorado, Grantor; and make records related to the grant and funds available for inspection and/or audit by Grantee or the State upon reasonable notice. The records shall be retained until the last to occur of (i) the date three (3) years after the date the Grant expires or is terminated, (ii) final payment under the Grant is made, (iii) the resolution of any pending Grant matters, or (iv) if an audit is occurring, or the Grantee has received notice that an audit is pending, the date such audit is completed and its findings have been resolved.
6. To execute an Equipment/Supply Release Form upon receipt of any equipment, supplies or other inventory to a county designated under an approved project; and to accept responsibility for the equipment, supplies or other inventory as required in the Release Form.
7. Warrants and affirms that it has not been disbarred or suspended from participation in any federal or state programs; and ensure than any contractors, or other 3<sup>rd</sup> parties that may perform work related to the Grant award projects, has not been debarred nor suspended from any federal programs, and is not on any debarment or suspension list under Federal Executive Order Nos. 12549 and 12689, "Debarment and Suspension" at 31 U.S.C. §6101 note, and U.S. DOT regulations "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29, and will maintain such status at all times during the term of this IGA and the grant funding.
8. Carry insurance coverage: Each Member County shall maintain insurance coverage at all times during the term of this IGA, as required by State and local laws or regulations and as set forth in referenced in the Grant Agreement (Section 10), between Grantee and the Colorado Department

of Human Services that is the basis for this IGA. Individual Member Counties shall provide evidence to Grantee, as requested, that such requirements have been met and shall provide updated information to the Grantee in the event any changes are made to Member County's insurance coverage during the term of this IGA.

9. Work with other third party contractors, if any, contracted by Grantee under the Grant Agreements to the extent needed to accomplish the requirements, purpose and Scope of Work set forth in those Grant Agreements, attached hereto.
10. Each of the four (4) Member Counties shall ensure its respective spending for its specific grant project(s) does not exceed the grant funding awarded as given in the Scope of Work of the Grant Agreement, Project Summaries set forth in the Grant Agreement attached hereto. Should Grantee/Fiscal Agent be required to expend funds on behalf of any Member County that are not reimbursed to the Grantee/Fiscal Agent, the Member County responsible for the unreimbursed spending agrees to repay Grantee/Fiscal Agent for any and all unreimbursed amounts Grantee is required to pay. If any approved projects require local matching funds, the Member County for whom the project is approved shall be responsible for providing the matching funds.
11. Procurement of equipment and/or supplies under the Grant shall be in accordance with the State or Grantee's procurement policies as required by the applicable Grants Management Guide as revised or amended year to year. Should a request for proposals (RFP) be required, each Member County shall be responsible for drafting the RFP for the subject county's project(s). Such RFP shall meet the requirements set forth in Grantee's Procurement Policy, and may be subject to review by Grantee at Grantee's request prior to its publication.
12. As a participant in this Grant, County Members recognize and agree that Montrose County as the Fiscal Agent, does not determine the amounts awarded to each respective recipient county, and cannot modify the determinations of the authorized state agency in this regard.
13. Bring any documents applicable to this IGA and grant funding that require approval of the local governmental entity before the Member County's Board of County Commissioners ("BOCC") for consideration.
14. Comply with all requirements outlined in the Grant Agreement, Statement of Work and Work Plan as relevant to each Member County.
15. Participate in the reporting requirements set by the State and provide any required documents to the Program Manager to assist the Fiscal Agent in complying with the reporting requirements set out in the Grant Agreement, Statement of Work and Work Plan.
16. Other duties and responsibilities, as Member County's, that may be needed or required by the Grant Agreements to accomplish the purpose and Scope of Work of the Grants.

## II. RESPONSIBILITIES OF GRANTEE/FISCAL AGENT

Montrose County, as Grantee and Fiscal Agent, agrees to:

1. Enter into the Grant Agreement with the Colorado Department of Human Services for the 2019 Grant Year and provide up-front funding within the Scope of Work of the Grant, subject to reimbursement through the awarded grant funds, for individual Member County projects approved under the Scope of Work in the subject Grant Agreement.

2. Comply, as Grantee, with the requirements of the aforementioned Grant Agreement with the Colorado Department of Human Services exclusive of exceptions, if any, for the receipt of grant funds to be utilized under this IGA.
3. Work with the Program Manager and/or other governmental entities as needed, and the Member Counties to accomplish the purposes of the grant funding and this IGA.
4. As Fiscal Agent, bring any documents applicable to this IGA and grant funding that require approval of the local governmental body before the Montrose County Board of County Commissioners ("BOCC") for consideration.
5. Enter into third party agreements, as needed and approved by the Montrose County BOCC, to accomplish the purpose and scope of work for the grant that is the subject of this IGA and the aforementioned Grant Agreements between Grantee and the Colorado Department of Human Services.
6. Assist the other Member Counties, as able and appropriate, in accomplishing the purpose of the Grant and Scope of Work in accordance with the terms and conditions of the grant and this IGA.
7. As Fiscal Agent, maintain project budget and accounting procedures appropriate to the grant funding, pay approved invoices, and request reimbursement in accordance with the grant requirements.
8. Cooperate and work with the other Member Counties and the Colorado Department of Human Services, as applicable, in a timely manner to enable achievement of the Scope of Work set out in the Grant Agreements.
9. Ensure adequate execution of the requirements of the Grant Agreement, Statement of Work, and Work Plan.
10. Other duties and responsibilities, as Grantee and Fiscal Agent, that may be needed or required to assist in accomplishing the purpose and Scope of Work required under this IGA and the Grant Agreements that are the subject of, and reason for, this IGA.

### III. INDEMNIFICATION

To the extent required by Colorado law, each of the Parties to this IGA shall indemnify, defend and hold each other harmless within applicable law, their officers, employees and agents, against all costs and expenses, including reasonable attorneys fees, incurred as a result of any claim or demand related to the receipt and disbursement of the Grant Funds, and from and against any claim or demand arising from use of the Grant Funds or the equipment purchased with the Grant Funds, arising from the alleged negligent acts or omissions which occurred or are alleged to have occurred during the performance of their duties, unless such acts or omissions occurred outside the scope of their employment or were willful or wanton.

The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any affirmative defenses, immunities, rights, benefits, or protections, including provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq* or the Federal tort Claims Act, 28 U.S.C. 2671, *et seq.* as applicable, or now or hereafter amended.

### IV. STATUS OF PARTIES

Each party to this IGA is an independent contractor to the other. No party is an employee of the other; nor is any employment, partnership, joint venture or relationship other than that set forth in this IGA intended or contemplated by the Parties.

#### V. TERM AND TERMINATION

The term of this IGA shall coincide with the respective terms of the above-mentioned Grant Agreements that is the subject of this IGA, from the effective date of the Grant Agreements to full and complete closure of all the referenced Grants. For termination prior to the term of the Grants, Grantee/Fiscal Agent has the same rights as the State under the Termination Section of the Grant Agreements between the State as Grantor and Montrose County as Grantee/Fiscal Agent. Provided there is no early termination, this Agreement will remain in force and effect until all Grant funds awarded pursuant to the Grant Agreements have been utilized or returned, and all associated reports and documentation have been completed and accepted by the Colorado Department of Human Services, and all Grants have been closed.

Any Party to this IGA may terminate this IGA as to that Party upon thirty (30) days written notice to the other Parties. Upon such termination by a Party, use of Grant funds as contemplated in this IGA and the Grant Agreement will no longer be available to the terminating Party. Certain obligations of this IGA, including but not limited to, record keeping, inventory and indemnification shall continue for the terminating Party beyond the date of termination.

#### VI. AVAILABILITY OF FUNDS

The Grantee/Fiscal Agent bears no financial obligations to any Member Counties under this IGA. As Fiscal Agent, the Grantee will administer the funds awarded under the respective Grants referenced herein that are the subject of this IGA in accordance with the Grant requirements.

The total amount of grant funds governed by this IGA and available for approved projects shall be no greater than the cumulative amount awarded for all approved projects under each grant for each grant year. If any approved projects require a contribution of local matching funds, the Member County for whom the project is approved shall be responsible for contributing the required local matching funds.

Transfer and receipt of equipment, supplies or other items approved under grant projects to the individual Member Counties shall be as required in the respective Grants, and the fiscal policies of the Grantee. Payment by Grantee/Fiscal Agent for any equipment, supplies or other items that not reimbursed under the respective Grants will be subject to reimbursement to the Grantee by the Member County obtaining such equipment, supplies or other items.

#### VII. NON-APPROPRIATION

The Parties hereto understand and acknowledge they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by execution of this IGA. It is understood and agreed that this IGA does not constitute a multiple fiscal year direct or indirect debt or financial obligation within the meaning of TABOR, and therefore, notwithstanding anything in this IGA to the contrary, all payment obligations of any Party are expressly dependent and conditioned upon continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding December 31. Financial obligations, if any, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with the rules, regulations and resolutions of the Party, and/or the State of

Colorado pursuant to the Grant Agreements, and other applicable law. Upon failure to appropriate such funds, this IGA shall terminate.

#### VIII. STAFF ALLOCATIONS FOR THE SERVICES

As to staffing allocations, there will be a 0.50 FTE Program Manager as staff of the applicant to oversee implementation and efficacy of the program and a 0.50 Program Coordinator representing clinical staff to work with the Program Manager to ensure services are as expected, 0.55 FTE psychiatric nurse practitioner, 0.55 FTE medical case manager, 0.50 FTE clinician, and 1.2 FTE case managers. These FTE are in addition to existing personnel currently providing jail-based care and services and will be allocated as follows: 1.) 0.55 FTE psychiatric nurse practitioner with time to be split: 0.20 FTE for Delta; 0.20 FTE for Montrose; 0.10 FTE for Gunnison; and 0.05 FTE for San Miguel; 2.) 0.55 FTE medical case manager with time to be split: 0.20 FTE for Delta; 0.20 FTE for Montrose; 0.10 FTE for Gunnison; and 0.05 FTE for San Miguel; 3.) an additional 5 FTE clinical staff with time to be split: 0.25 FTE for Gunnison; 0.25 FTE for San Miguel; 4.) an additional 1.2 FTE case management staff with time to be split: 0.25 FTE for Delta; 0.25 for Gunnison; 0.50 FTE for Montrose; and 0.20 FTE for San Miguel.

The status of the Program Manager for the Member Counties is that of a Montrose County employee 0.5 FTE. The Fiscal Agent will determine the scope of services needed of a Program Manager, and the desired results in accordance with the Grant Agreement, Statement of Work, and Work Plan. Funds have been allocated in the project budgets of the respective grants for a Program Manager. Grantee will enter into an employment agreement with the Program Manager in its capacity as Fiscal Agent. The term of the Agreement with the Program Manager shall be no longer than the term of the most recent Grant Agreement between Grantee and the State, or until all grants are fully closed, whichever is sooner.

#### IX. MISCELLANEOUS PROVISIONS

A. CONFLICT OF INTEREST: No elected official, officer, employee or contracted services of any of the individual Member Counties shall have any personal or beneficial interest whatsoever in the services or property that is the subject of the respective Grant Agreements.

B. PROCUREMENT: Procurement of equipment and/or supplies under the Grant shall be in accordance with the State or Grantee's procurement policies as required by the applicable Grants Management Guide as revised or amended year to year. Should a request for proposals (RFP) be required, each Member County shall be responsible for drafting the RFP for the subject county's project(s). Such RFP shall meet the requirements set forth in Grantee's Procurement Policy, and may be subject to review by Grantee at Grantee's request prior to its publication.

Use of personal or a county credit or debit card by any Member County or the Program Manager for procurement, expenses and/or costs related to the activities of the JBBS without prior approval of the Grantee/Fiscal Agent is limited to a maximum of \$1,000. Use of credit or debit cards for purchases in an amount that exceeds this limit without prior approval may not be reimbursed. In such a case, the individual or county incurring the costs and expenses may be financially responsible for the debt.

C. NON-SEVERABILITY AND EFFECT OF INVALIDITY: Each provision of this IGA shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this IGA is deemed or determined by a court with competent jurisdiction to be invalid or prohibited, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or this IGA as a whole.



D. AMENDMENTS: This IGA, or any portions thereof, may be amended, revised or modified in writing agreed to and executed by all the Parties.

E. ASSIGNMENT: This IGA, or any part thereof, may not be assigned by any of the Parties in any manner whatsoever, or assign any of the privileges or responsibilities recited herein without the prior written consent of the Grantee/Fiscal Agent and each of other Parties.

F. THIRD PARTY BENEFICIARIES: All rights and obligations under this IGA are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this IGA are incidental to the IGA, and do not create any rights for such third parties.

G. NOTICE: Any notice, demand or communication which any party may desire or be required to give to any other party or parties shall be in writing. It shall be deemed sufficiently given or rendered if sent by first class U.S. mail, postage prepaid or via electronic mail with receipt notification unless otherwise required.

H. COUNTERPARTS: This IGA may be executed in one (1) or more counterparts, and on different dates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This IGA was brought before each of the respective Member Counties' Board of County Commissioners at a publicly noticed and held meeting for consideration and comment, and was approved by each on the signature dates, as affirmed by their respective signatures below.

IN WITNESS WHEREOF, this Intergovernmental Agreement is executed by each of the JBBS Program Coordination Group Member Counties on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF MONTROSE,

COLORADO

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

Sue Hansen, Chair

ATTEST:

[SEAL]

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board

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

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

Sheriff Gene Lillard

BOARD OF COUNTY COMMISSIONERS  
OF DELTA COUNTY COLORADO

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

, Chair

ATTEST:

[SEAL]

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board

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

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

Sheriff Mark Taylor

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY COLORADO

By: \_\_\_\_\_  
                    , Chair

By: \_\_\_\_\_  
Sheriff John Gallowich

ATTEST:

[SEAL]

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board  
Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SAN MIGUEL COUNTY COLORADO

By: \_\_\_\_\_  
                    , Chair

By: \_\_\_\_\_  
Sheriff Bill Masters

ATTEST:

[SEAL]

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board  
Date: \_\_\_\_\_

## STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES CONTRACT

### SIGNATURE AND COVER PAGES

<b>State Agency</b> Colorado Department of Human Services Office of Behavioral Health	<b>Contractor</b> Montrose County Colorado for the use and benefit of Montrose County Sheriff's Office Contractor's State of Incorporation: Colorado
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2019                      \$165,306.00 State Fiscal Year 2020                      \$507,458.00  Extension Terms None   Maximum Amount for All Fiscal Years                      \$672,764.00	<b>Contract Performance Beginning Date</b> The later of the Effective Date or May 01, 2019  <b>Initial Contract Expiration Date</b> June 30, 2020  Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five (5) Years from its Performance Beginning Date.
<b>Pricing/Funding</b> Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: 100% State Funded	<b>Options</b> 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
<b>Insurance</b> Contractor shall maintain the following insurance if indicated with "Yes," as further described in §12:  Worker's Compensation: Yes General Liability: Yes Automobile Liability: Yes Protected Information: Yes Professional Liability Insurance: No Crime Insurance: No	<b>Miscellaneous</b> Authority to enter into this Contract exists in: C.S.R. 27-60-106. Law-Specified Vendor Statute (if any): N/A Procurement Method: Exempt Solicitation Number (if any): Intergovernmental - County contract
<b>State Representative</b> Carie Gaytan, Director of Finance Office of Behavioral Health Department of Human Services 3824 West Princeton Circle, Bldg. 15 Denver, Colorado 80236 (303) 866-7944 / carie.gaytan@state.co.us	<b>Contractor Representative</b> Gene Lillard, Sheriff Montrose County Colorado for the use and benefit of Montrose County Sheriff's Office 1200 N. Grand Avenue Montrose, Colorado 81401 (970) 252-4023 / sheriff@montrosecounty.net

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Statement of Work

Exhibit B - Budget

Exhibit C - Work Plan

Exhibit D - HIPAA Business Associate Agreement

Exhibit E - Miscellaneous Provisions

Exhibit F - Recovery Support Services

Exhibit G - Application Process

**Contract Purpose**

The purpose of this contract is to to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail.

**Signature Page begins on next page →**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p><b>CONTRACTOR</b> Montrose County Colorado for the use and benefit of Montrose County Sheriff's Office</p> <p><u>Gene Lillard</u> By: Gene Lillard, Sheriff</p> <p>Date: <u>4/16/2019</u></p>	<p><b>STATE OF COLORADO</b> Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <p>By: Carie Gaytan, Director of Finance Office of Behavioral Health</p> <p>Date: _____</p>
<p>2nd State or Contractor Signature if Needed</p> <p>By: Name &amp; Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General</p> <p>By: _____ Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Clint Woodruff / Andrea Eurich</p> <p>Effective Date: _____</p>	

-- Signature and Cover Pages End --

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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"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

**E. Early Termination in the Public Interest**

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

**i. Method and Content**

The State shall notify Contractor of such termination in accordance with §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 other than Saturday, Sunday, or a Legal Holiday 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(6), 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. **"End of Term Extension"** means the time period defined in §2.D.



- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), 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. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- R. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

- T. "State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. "State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. "State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. "State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. "Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

**Z.** “Work” means the Goods delivered and Services performed pursuant to this Contract.

**AA.** “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

#### **4. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of 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.
- 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 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 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and

standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 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 as provided in §15.

**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 this Contract. This section shall not apply if the Contract Funds include any federal funds.

**7. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

**D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and

monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

**B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written

approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

**D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.**

**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.



**A. 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 1 fire.

**B. 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.

**C. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- 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.

**D. 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.

**E. 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.

**F. 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.

**G. Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**H. 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 7 days of Contractor's receipt of such notice.

**I. 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.

**J. 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 maintain 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.

**K. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this 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

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 §13, 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 §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

#### **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**

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

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

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

**I. Modification**

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

**J. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

**K. 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. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. 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 license, 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 Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental

Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**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. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the

term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

**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.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.* C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a

Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**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 race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

- 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 DHS 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.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**21. SAMPLE OPTION LETTER (IF APPLICABLE)**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	<b>Contract Performance Beginning Date</b> Month Day, Year  <b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE  <u>SAMPLE ONLY - DO NOT SIGN</u> By: Name & Title of Person Signing for Agency or IHE  Date: <u>SAMPLE ONLY - DO NOT SIGN</u>	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. <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  <u>SAMPLE ONLY - DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval  Option Effective Date: <u>SAMPLE ONLY - DO NOT SIGN</u>
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## **EXHIBIT A., STATEMENT OF WORK**

### **Jail Based Behavioral Health Services – Mental Health Expansion**

#### **Background & Overview**

The Office of Behavioral Health (OBH) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail.

The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V). The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in shorter jail sentences and decreased recidivism through better identification and treatment of behavioral health needs.

The focus of the existing JBBS programs is to provide screening, assessment and treatment for substance use disorders and co-occurring substance use and mental health disorders, as well as transition case management services to people who need such services while they are in jail.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of July 2015, there are JBBS programs in 44 county jails across the State of Colorado.

#### **Additional Mental Health Funding**

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Senate Bill 18-250 also allocated additional funding to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications.

Sheriff Departments that currently operate JBBS programs, as well as new applicants are eligible to apply for these funds. Specifically, Sheriff Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff Departments.

In accordance with the legislation, all funds are to be used to provide behavioral health services for adults (18 years of age and older) with mental health disorders or co-occurring substance use and mental health disorders. To carry out the JBBS program, Sheriff Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals releasing from jail to free or low cost services in the community.

The Statement of Work below includes some, though not necessarily all, of the requirements that the Contractor will need to fulfill as a participant of the JBBS program.



## Article 1

### Programmatic Activities and Services

- 1.1 Target Population & Eligibility Criteria: The program services are intended for individuals at county jails who are in need of behavioral health services. The Contractor shall develop eligibility criteria and program policies to identify individuals who will be referred to the program services. The Contractors may expand eligibility criteria to meet specific community needs. Clients who are in the jail facility for more than 30 days and are admitted to the JBBS program will require a Level of Supervision Inventory- LSI/LSI-R risk assessment. The service plan shall incorporate the findings from the risk assessment.

The funds from this contract must be used to provide the provisions of mental health services to individuals who are in the jail and have been court ordered to the Colorado Department of Human Services to receive competency restoration services. The funds are not limited to this population; however this population must be prioritized among the individuals receiving services funded by this contract.

- 1.2 JBBS Program Coordination Group: The Contractor shall develop a process for *implementing a Program Coordination Group to guide and support the JBBS program*. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. The OBH Manager, Jail and Criminal Justice Mental Health Programs will be available to attend periodic Program Coordination Group meetings for technical assistance and support based on agency need. The Program Coordination Group shall:

- a. Oversee program implementation
- b. Make training recommendations
- c. Measure the program's progress toward achieving stated goals
- d. Resolve ongoing challenges to program effectiveness
- e. Inform agency leaders and other policymakers of program costs, developments, and progress
- f. Develop policies and protocols to ensure clinical staffs have the resources and support required for service provision.
- g. In multi-county partnership JBBS Programs, a sheriff department representative from each county is required to participate in the JBBS Program Coordination Group. This program model approach will require regular meetings to discuss the program implementation and program effectiveness for each jail. The Program Coordination Group is responsible for ensuring the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

A program "champion" shall be identified at each jail from the Sheriff's Department staff to serve as the agency representative on the Program Coordination Group. The program "champion" shall be someone in a position of authority within their agency and have a demonstrated commitment to the JBBS Program.

- 1.3 Services: The Contractor shall provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

**Services # a - e are required to be provided at all jails in order to be eligible for these funds.**

- a. Brief Screening of all individuals booked in the jail facility for *mental health and substance use disorders and suicide risk* within 48 hours of booking/intake at the facility, utilizing the following evidence-based standardized tools:
  - **Brief Jail Mental Health Screen:** <https://www.prainc.com/wp-content/uploads/2015/10/bjmhsform.pdf>
  - **Screening Instrument for Substance Use:** [www.bhevolution.org/public/document/ssi-aod.pdf](http://www.bhevolution.org/public/document/ssi-aod.pdf)
  - **Training guide link for Simple Screening Instrument:** <https://www.ncjrs.gov/pdffiles1/Digitization/152987NCJRS.pdf>
  - **Columbia Suicide Severity Rating Scale:** [https://docs.google.com/document/d/13W\\_tIOPbio08TwpckQt6SjzWE3B8L3ugAVJE\\_XveM8bM/edit?usp=sharing](https://docs.google.com/document/d/13W_tIOPbio08TwpckQt6SjzWE3B8L3ugAVJE_XveM8bM/edit?usp=sharing)
  - **Training and resource link for Columbia Suicide Severity Rating Scale:** <http://cssrs.columbia.edu/the-columbia-scale-c-ssrs/cssrs-for-communities-and-healthcare/#filter=.general-use.english>
- b. Assess all individuals booked into the jail facility for substance use withdrawal symptoms and develop protocols for medical detoxification monitoring procedures.
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history;
- d. Have access to all psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103;
- e. Assist in the provision of coordinated services for individuals in jail custody who may require competency restoration services
- f. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail facility;
- g. Jails are encouraged to seek partnerships with Opiate Treatment Providers and create policies and procedures to provide Methadone or other FDA approved MAT services. Due to the heroin and opioid use prevalence in the state and across the country; jails demonstrating

willingness to partner with local resources to provide Medication Assisted Treatment (MAT) to individuals in the jails will be given priority.<sup>1</sup>

The Contractor shall determine the most effective process to partner with community based clinical providers to ensure the following services are available to individuals in jail custody.

- 1.4 Memorandum of Understanding (MOU) or Subcontract with Treatment Providers: The Contractor shall develop MOUs or subcontracts with treatment providers to ensure that the services listed in provision 1.4 of this Article are available to individuals in jail custody.

The MOUs or Subcontracts shall include the following:

- a. **Data Sharing Agreements:** The Contractor shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as set forth under 42 C.F.R. Part 2 and HIPAA law and regulations. A Business Associate Agreement to share assessments and screenings is required for any program that has more than one treatment subcontractor agency rendering services in the jail.
- b. **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.
- c. **Program Manager:** The Contractor shall select a JBBS Program Manager, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Manager's contact information shall be communicated via email to the Office of Behavioral Health within one business day of change to [kerry.krausc@state.co.us](mailto:kerry.krausc@state.co.us).

OBH prefers that a staff person from the Sheriff's Department assume the role of Program Manager. The Program Manager shall be well versed in the JBBS Program, including contractual requirements. The Program Manager shall also participate in the JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Sheriff Department is encouraged to account for this administrative position in their budget.

- 1.5 Training and Meetings: The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding

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<sup>1</sup> Note: OBH is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

of agencies' roles and responsibilities, law enforcement issues, program policies and procedures, information sharing, safety and other opportunities to see policies translated into action.

- a. Program Orientation: The Contractor shall attend a mandatory orientation session with the OBH Program Manager and Fiscal Staff in Denver upon execution of the contract.
- b. Program Meetings and Required Trainings: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract.

- 1.6 Evidence-Based Practices: The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.
- 1.7 Individualized Service Provision: The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.
- 1.8 Staff Time Tracking and Invoicing: The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission.
- 1.9 Critical Incidents: The Contractor shall share the following information with the Office of Behavioral Health via an encrypted email to [cdhs\\_ci\\_obh@state.co.us](mailto:cdhs_ci_obh@state.co.us) if a critical incident occurs during a session or in the presence of clinical staff funded by the JBBS funds within 24 hours of the time the incident occurs:
  - a. Name of participant involved;
  - b. Date and time of incident;
  - c. Location of the incident;
  - d. The nature of the incident;
  - e. How the incident was resolved;
  - f. Name[s] of staff present; and
  - g. Whether the incident resulted in any physical harm to the participant or any staff.
- 1.10 Project Work Plan: Each program must develop a 24-month Project Work Plan. A Project Work Plan identifies measurable goals and objectives, a timeline for the project (including primary phases of implementation and the implementation milestones associated with each phase), activities and services, and the processes and responsible parties necessary to accomplish the goals and objectives. For definitions and examples of goals see Exhibit A. Clearly detail pre-implementation or ramp-up activities occurring in the first four (4) months of the project.

- 1.11 Recovery Support Services: Programs may budget for wraparound resources which may include work clothes, shoes, or basic need purchases that will assist in stabilizing the client in the community. An approved list of Recovery Support Services can be found in Exhibit F.

## **Article 2**

### **Provider Qualifications and Requirements**

- 2.1 Substance Use Disorder Treatment Provider: The subcontracted substance use disorder treatment provider must be licensed by the Office of Behavioral Health to provide specialty services for individuals involved in the criminal justice system. The agency license number for the office location must be submitted in the work plan. Drug Alcohol Coordinated Data System (DACODs) and Colorado Client Assessment Record (CCARs) shall be submitted under the license number for the location closest to the jail.
- 2.2 All other subcontracted clinical providers shall be required to follow the professional scope of practice as authorized by the Department of Regulatory Agencies.

## **Article 3**

### **Payment**

- 3.1 This contract will result in a cost reimbursement contract for the awardees. Costs are expenses related to the services provided to meet the project requirements. The contractor will be reimbursed for allowable costs, less revenue offsets to other payer funding sources, incurred and directly related to the work performed to meet the deliverables or goals specified in the contract.
- 3.2 Payment invoices: The contractor shall submit invoices in the format template provided to OBH on a monthly basis within 20 days following the end of the reporting period. All payment requests shall be submitted electronically to [cdhs\\_obhpayment@state.co.us](mailto:cdhs_obhpayment@state.co.us). The contractor shall maintain adequate supporting documentation for all costs claimed on invoices for reimbursement. The State has up to 45 days to make invoice payments. Consequently, the contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.
- 3.3 Payment funds: Payment Funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. Funds cannot be used for the acquisition of real property or new construction.

## **Article 4**

### **Monitoring, Compliance, and Evaluation**

- 4.1 Site Visits: The OBH Manager, Jail and Criminal Justice Mental Health Programs staff shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic basis.

4.2 Quarterly Meetings: The Contractor Program Champion shall attend quarterly meetings hosted by the OBH Manager, Jail and Criminal Justice Mental Health Programs for the purpose of communication and collaboration on project goals and updates. Within the meeting venue the contractor shall receive program updates from OBH and be required to update OBH on program progress regarding efficacy statistics informing implementation efforts. It is recommended that the program champion bring a staff representative from the subcontracted treatment provider to share information regarding the services provided.

4.3 Quarterly Reporting: The contractor shall provide relevant program information and data by submitting quarterly progress reports 20 days after the end of a quarter to OBH. Describe the process to ensure that quarterly progress reports are submitted by the deadline.

The Contractor shall comply with and participate in any additional monitoring, compliance, and evaluation activities deemed necessary.

## **Article 5 Deliverables**

The Contractor shall submit to OBH via [cdhs\\_deliverablesOBH@state.co.us](mailto:cdhs_deliverablesOBH@state.co.us) the following deliverables unless otherwise specified.

<i><b>Due Date</b></i>	<i><b>Activity</b></i>
<u>Quarterly – 30 days after the end of a quarter</u>	Submit Quarterly Progress Report using template provided by OBH
<u>Monthly</u>	Database: All agencies are required to input client information and services data into the Jail-Based Behavioral Health Services database online using the following URL: <a href="https://fw.civicore.com/jbbhs">https://fw.civicore.com/jbbhs</a> Agencies will need access to login. Data for each quarter must be current by the 15th of the month following the end of each quarter to allow Office staff to pull data queries. Licensed SUD treatment providers will be required to submit DACODS and CCAR data (or the Data Integration Initiative equivalent, as advised by OBH) for all services offered in jails with these funds. When these clients engage in services after release from jail, the community provider who delivers services will be required to submit documentation according to their community behavioral

	health service contracts.
<u>Upon execution of subcontracts</u>	Submit copy of subcontract/MOUs to Program Manager. These will be kept in the contract folder
<u>Work Plan and Budget for Option Letter Renewal</u>	On or before April 15 annually for contract term.

## Article 6

### Performance Measures

6.1 The Contractor shall gather and submit to OBH data, and other supporting materials as requested, regarding the following:

- a. Prevalence data gathered from administering mental health, substance use disorder and suicide risk assessment;
- b. Number of critical incidents at the jail involving individuals with a behavioral health positive screen;
- c. Basic demographic information about the persons receiving services with these funds
- d. Numbers of clients served;
- e. The types and quantities of services delivered;
- f. Number and percentage who successfully transition to community based services upon release; and
- e. Program discharge outcomes.



**COLORADO**  
Office of Behavioral Health

**Colorado Department of Human Services**  
**Office of Behavioral Health**  
**FY19 ANNUAL BUDGET**

<b>Program</b>	JBBS
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<b>Agency Name</b>	Montrose County Sheriff's Department
<b>Budget Period</b>	April 1, 2019 through June 30, 2019
<b>Project Name</b>	Expanded Jail Based Services Program

<b>Program Contact Name, Title</b>	Dave Waker, Sergeant
<b>Phone</b>	(970) 252-4023
<b>Email</b>	dwaker@montrosecounty.net
<b>Fiscal Contract Name, Title</b>	Cindy Dunlap, Finance Director
<b>Phone</b>	(970) 252-5077
<b>Email</b>	cdunlap@montrosecounty.net
<b>Date Completed</b>	March 1, 2019

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

EXPENDITURE CATEGORIES					
Jail Personnel Services Salaried and Hourly Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from OBH
Program Manager	This individual serves as a liaison between Sheriffs' departments, jails, and clinical staff and helps to monitor expenditures and to ensure that the program goals and objectives are met and that the program works for all the jails in the catchment area. The Program Manager will attend all meetings, set up those meetings, gather and report data, and monitor deliverables.	\$ 15,000	\$ 5,400	50%	\$ 10,200.00
					\$ -
					\$ -
Total Jail Personnel (including fringe benefits)					\$ 10,200.00
Contractors/Consultants (payments to third parties or entities)					Annual Budget
Name	Description	Rate	Quantity		Total Amount Requested from OBH
The Center for Mental Health	Personnel	\$ 58,371.00	1		\$ 58,371.00
Correctional Health Partners	Program administration inside the Montrose County jail.	\$ 1,117.50	4		\$ 4,470.00
The Center for Mental Health	Administrative	\$ 3,000.00	1		\$ 3,000.00
					\$ -
					\$ -
Total Contractors/Consultants					\$ 65,841.00



Travel				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
Mileage		\$ 0.58	1322	\$ 766.76
Meals		\$ 20.00	12	\$ 240.00
Lodging		\$ 100.00	4	\$ 400.00
				\$ -
<b>Total Travel</b>				<b>\$ 1,406.76</b>
Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
Office supplies and postage		\$ 50	3	\$ 150
Office Equipment		\$ 1,000	3	\$ 3,000
Laptop		\$ 1,000	3	\$ 3,000
				\$ -
				\$ -
<b>Total Supplies &amp; Operating Expenses</b>				<b>\$ 6,150</b>
Recovery Services				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
Psychiatric Medications		\$ 225.00	120	\$ 27,000.00
Recovery Supports		\$ 248.00	160	\$ 39,680.00
				\$ -
				\$ -
<b>Recovery Services</b>				<b>\$ 66,680.00</b>
Administrative Services				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
				\$ -
				\$ -
				\$ -
<b>Administrative Services</b>				<b>\$ -</b>
<b>TOTAL DIRECT COSTS (TDC)</b>				<b>\$ 150,277.76</b>
<b>Less: Expenses per OMB 2CFR § 200</b>				
Rent				\$ -
Equipment				\$ -
Other Unallowable Expenses				\$ -
<b>Total Expenses per OMB 2CFR § 200</b>				<b>\$ -</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				<b>\$ 150,277.76</b>

## Exhibit B - Budget

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]			Annual Budget
Item	Description of Item	Percentage	Total Amount Requested from OBH
10% Indirect rate of County Jail direct cost:		10.00%	\$ 15,027.78
Total Indirect			\$ 15,027.78
TOTAL Total amount will round			\$ 165,306.00

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



**COLORADO**  
Office of Behavioral Health  
Department of Human Services

**Colorado Department of Human Services**  
**Office of Behavioral Health**  
**FY20 ANNUAL BUDGET**

<b>Program</b>	JBBS
<b>Agency Name</b>	Montrose County Sheriff's Department
<b>Budget Period</b>	July 1, 2019 through June 30, 2020
<b>Project Name</b>	Expanded Jail Based Services Program

<b>Program Contact Name, Title</b>	Dave Waker, Sergeant
<b>Phone</b>	(970) 252-4023
<b>Email</b>	<a href="mailto:dwaker@montrosecounty.net">dwaker@montrosecounty.net</a>
<b>Fiscal Contract Name, Title</b>	Cindy Dunlap, Finance Director
<b>Phone</b>	(970) 252-5077
<b>Email</b>	<a href="mailto:cdunlap@montrosecounty.net">cdunlap@montrosecounty.net</a>
<b>Date Completed</b>	March 1, 2019

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

EXPENDITURE CATEGORIES					
Jail Personnel Services Salaried and Hourly Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from OBH
Program Manager	This individual serves as a liaison between Sheriffs' departments, jails, and clinical staff and helps to monitor expenditures and to ensure that the program goals and objectives are met and that the program works for all the jails in the catchment area. The Program Manager will attend all meetings, set up those meetings, gather and report data, and monitor deliverables.	\$ 60,000	\$ 21,600	50%	\$ 40,800.00
					\$ -
					\$ -
<b>Total Jail Personnel (including fringe benefits)</b>					<b>\$ 40,800.00</b>
Contractors/Consultants (payments to third parties or entities)					Annual Budget
Name	Description	Rate	Quantity		Total Amount Requested from OBH
The Center for Mental Health	Personnel	\$ 233,485.00	1		\$ 233,485.00
Correctional Health Partners	Program administration inside the Montrose County jail.	\$ 4,470.00	4		\$ 17,880.00
The Center for Mental Health	Administrative	\$ 12,000.00	1		\$ 12,000.00
					\$ -
					\$ -
<b>Total Contractors/Consultants</b>					<b>\$ 263,365.00</b>

Travel				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
Mileage		\$ 0.58	2022	\$ 1,172.76
Meals		\$ 20.00	12	\$ 240.00
Lodging		\$ 100.00	4	\$ 400.00
				\$ -
				\$ -
Total Travel				\$ 1,812.76
Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
Office supplies and postage		\$ 50	12	\$ 600
Office Equipment		\$ 1,000	2	\$ 2,000
Laptop		\$ 1,000	2	\$ 2,000
				\$ -
				\$ -
Total Supplies & Operating Expenses				\$ 4,600
Recovery Services				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
Psychiatric Medications		\$ 233.00	300	\$ 69,900.00
Recovery Supports		\$ 326.00	248	\$ 80,848.00
				\$ -
				\$ -
Recovery Services				\$ 150,748.00
Administrative Services				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
				\$ -
				\$ -
Administrative Services				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 461,325.76
Less: Expenses per OMB 2CFR § 200				
Rent				\$ -
Equipment				\$ -
Other Unallowable Expenses				\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 461,325.76

## Exhibit B - Budget

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]			Annual Budget
Item	Description of Item	Percentage	Total Amount Requested from OBH
10% Indirect rate of County Jail direct cost:		10.00%	\$ 46,132.58
Total Indirect			\$ 46,132.58
TOTAL Total amount will round			\$ 507,458.00

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

**EXHIBIT C., WORK PLAN**  
**Jail Based Behavioral Health Services**

**ACTIVITIES AND SERVICES:**

1. Describe the following components of the JBBS program in FY 19-20 including a:
  - a. JBBS Program Coordination Group.

The JBBS Program Coordination Group, for the counties of Delta, Gunnison, Montrose, and San Miguel, will be composed of JBBS champions with at least one coming from each of the four Sheriff's Departments represented in this response. Each champion will have decision making authority and the ability to meet at regular intervals to ensure the fulfillment of the required obligations and deliverables. The JBBS Coordination Group will oversee program implementation, make training recommendations, measure the program's progress toward achieving the stated goals of the work plan, resolve any challenges to program effectiveness, develop policies and protocols to ensure clinical staff have the resources and support required for service provision, to inform the OBH Manager and Jail and Criminal Justice Mental Health Programs of the successes and challenges of the program, meet regularly to discuss the program implementation and effectiveness, and to ensure that the needs of each participating jail are being met by the available resources through the grant and the Center for Mental Health, the subcontracted service provider.

- b. County/counties in the program partnership.

The program partnership will consist of the counties of Delta, Gunnison, Montrose, and San Miguel and the Sheriffs who represent the people of each respective county.

- c. Subcontracted staff or treatment agencies to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

The subcontracted treatment agency will be the Center for Mental Health (the Center) as the Center's services cover all four counties stated above plus the two counties, Hinsdale and Ouray, who lack jails and have contracts with Montrose and Gunnison to house individuals arrested in their counties. As a comprehensive behavioral healthcare provider, the Center provides the required services of the Expanded JBBS program and is the contracted provider in the original JBBS program.

- d. Screening process at booking for mental health, substance use disorders and suicide risk.

Every individual booked into the respective jail facility will be screened within 48 hours for mental health and substance use disorders and suicide risk, utilizing: The Brief Jail Mental

Health Screen; the Simple Screening Instrument for Alcohol and Other Drugs (SSI-AOD); and the Columbia Suicide Severity Rating Scale. A positive screen in either one or more than one category will result in an individual being referred into services or for further evaluation.

- e. Summary of the continuum of services needed and to be offered at the jail (see Scope of Work for allowable services pursuant to SB18-250).

All individuals booked into the respective county jail facility will be monitored for substance use withdrawal symptoms. In addition, each will be screened within the first 48 hours for mental health, substance use disorders, and suicide risk. All individuals will be assessed for psychiatric medication needs by requesting and reviewing medical and prescription history. Psychiatry services will be provided to incarcerated individuals and medications will be provided to those who need them based on the approved medication formulary. Pending the outcome of screenings and individual inmate need, coordinated services will be provided to each individual while they are incarcerated. The Center for Mental Health will assist in the provision of coordinated services for individuals in jail custody who may require competency restoration services. These services are developing and are currently unavailable in the catchment area. Competency restoration services may not be available immediately upon funding award and may need time and resources before they become viable.

The Center currently offers Medication Assisted Treatment (MAT) services as do some additional local providers. Through the subcontracted services in the jails, those services will be provided.

Prior to the release of the individual, clinical staff will make concrete arrangements for the individual to continue with behavioral health and medical services at the most convenient community location so that services are not interrupted.

Using the risk/need/responsivity model, clinical staff will determine additional risk factors such as financial issues, family dynamics, housing instability, low literacy levels, lack of transportation and others. From that determination, a decision will be made as to the continuum of care for the individual once the individual is released to the community. Knowing that health and social disparities impact the individual's likelihood of successfully living in the community, wrap-around needs will be carefully examined and determined while the individual is still incarcerated.

While working with clinical staff and knowing the outcome of risk factor assessments, case managers will ensure that all possible barriers to successful community living for the individual are removed. Recovery support services will be different for each community and may include: emergency housing with a 90 day limit, medications with a 30 day limit with schedule II meds filled not to exceed seven days at a time, application fees for ID or birth certificate one per client, bus pass or gas vouchers not to exceed one month of bus passes or \$30 for vouchers, basic hygiene items not to exceed \$15, phone cards not to exceed \$15, GED program and testing as available in the community, job placement training as part of the supported employment grant

administered by the Center for Mental Health, medical assistance for copays, testing not to exceed \$250, clothing vouchers not to exceed \$100, personal hygiene care not to exceed \$20, UA/BAs not to exceed \$100, transportation to residential treatment if required and not to exceed \$1,200, connections to food banks and food kitchens, utilities with a one month limit, and child care with a one month limit.

f. Staff allocations for the services listed in e.

As to staffing allocations, there will be a .50 (FTE) Program Manager as staff of the applicant to oversee implementation and efficacy of the program and a .50 Program Coordinator representing clinical staff to work with the Program Manager to ensure services are as expected, .55 FTE psychiatric nurse practitioner, .55 FTE medical case manager, .50 FTE clinician, and 1.2 FTE case managers. These FTE are in addition to existing personnel currently providing jail-based care and services and will be allocated as follows: 1.) .55 FTE psychiatric nurse practitioner with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel; 2.) .55 FTE medical case manager with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel; 3.) an additional .5 FTE clinical staff with time to be split: .25 FTE for Gunnison; .25 FTE for San Miguel; 4.) an additional 1.2 FTE case management staff with time to be split: .25 FTE for Delta; .25 for Gunnison; .50 FTE for Montrose; and .20 FTE for San Miguel.

Description of the modality of services.

All services will be delivered in a recovery model while working with a person's strengths. Modality of services will include Cognitive Behavioral Therapy, Motivational Interviewing, Wellness Self-Management Plus, Solution Focused Brief Therapy, Anger Management, Prolonged Exposure, Cognitive Processing Therapy, and aspects of Dialectical Behavioral Therapy. Each individual will have the right to receive services which are suited to their individual needs. Each will have the right to receive culturally appropriate care and interpreter services for clients with communication disabilities and needs. Each individual will have the right to be free from discrimination on the basis of race, religion, gender, age, disability, health status, or sexual orientation. Client Rights and Privacy Notice documents will be given to each client at the time they are admitted into the program where they are reviewed and signed. Consumers will be informed verbally and in writing about the Center's grievance procedures and guidelines. Each client will also be given the name and telephone number of the Consumer Advocate and the State Grievance Board. The jails will also provide adaptive technologies for inmates with disabilities.

The presenting problem, diagnosis, treatment plan, therapy notes, medication adherence and effectiveness, treatment team members, and recovery progress will all become an imperative part of an individual's care and electronic health record.

g. Frequency and duration of services



Frequency and duration of services will vary with the diagnosis. Services provided in the jails, in addition to what is currently available, will include psychiatric services primarily via telepsychiatry or in person, individual and group therapy, case management, education and support, treatment contact, coordination of care with jail staff, coordination of care with the Center's team along with probation, parole, and the department of human services. Individuals with a mental illness diagnosis or a substance use disorder diagnosis will receive individual services at least weekly or bi-weekly in 30 to 60-minute sessions; and/or group sessions lasting one and a half to two hours for as long as there is a medical necessity. In person or telepsychiatry services as well as medical case management services will be offered in each jail on differing schedules depending on need. The initial psychiatric evaluation will last 60 minutes with 30-minute follow up sessions which can shorten to 20-minute sessions if the individual is stable. Those individuals who screen positive for suicidality will be monitored closely and enrolled in appropriate and timely care. Behavioral health staff will work closely with jail staff to ensure that the individual remains safe while working to gain stabilization of their symptoms.

To ensure the continuum of care, individuals enrolled in services in the jail will be enrolled with the Center for Mental Health at a location convenient to the individual upon release from jail. The case manager will begin working with the individual no later than two weeks prior to release to ensure the individual is enrolled in care, that they have the wrap-around services needed to help ensure their stable and successful reentry into their community.

i. Availability of services during the week and hours of operation

Availability of services during the week and hours of operation will differ according to the jail location and will occur according to the following schedule:

**Delta:** Four hours weekly medical services clinic; four hours weekly for the services of a medical case manager; therapy and substance use disorder services every day from 8:00 am to 4:00 pm with a one hour lunch break (currently offered, but with some available time in the schedule – will continually re-assess to see if additional resources should be added); screening services Monday through Friday from 8:00 am to 4:00 pm; case management as needed with availability eight hours Monday through Friday – (an additional four hours daily with this grant).

**Gunnison:** Four hour weekly medical services clinic each week; two hours twice a week for the services of a medical case manager; therapy and substance use disorder services four hours each day Monday through Friday – (an additional ten hours added with this grant); screening services every day four hours a day Monday through Friday; case management as needed, but no less than four hours five days a week.

**Montrose:** Medical services clinic four hours weekly; four hours weekly for the services of a medical case manager; screening services every day eight hours a day Monday through Friday; case management - additional four hours each day Monday through Friday. These services are in addition to what is currently being offered under the existing JBBS grant.

**San Miguel:** Two hours medical services clinic each week; two hours weekly for the services of a medical case manager; therapy and substance use disorder services five hours each Monday,

Wednesday (a total of ten additional hours) and Friday from 10 am to 3:00 pm (existing); screening services four hours each Monday, Wednesday, and Friday; and case management as needed but no less than eight hours weekly.

h. Type(s) of evidence-based practice or promising practice to be provided

Clinical staff will use evidence-based practices or promising practices within the service delivery structure. These include Cognitive Behavioral Therapy, Motivational Interviewing, Wellness Self-Management Plus, Solution Focused Brief Therapy, Anger Management, and Dialectical Behavioral Therapy. The medical staff will provide care within the scope of the American Medical Association and the American Psychiatric Nursing Association. The medical staff remain current on advancing and upcoming best practices while pursuing continuing medical education as defined by the professional degree.

2. Please attach Letters of Support from partner agencies demonstrate intent to partner and resources to be provided by the entity.

Please see attached Letters of Support from the Sheriffs of Delta, Gunnison, and San Miguel Counties.

3. Estimated target number of individuals to be booked, screened, and to receive the proposed services in the JBBS program.

In addition to those currently served under the JBBS program, this funding opportunity will serve: Delta 120 individuals; Gunnison 94 individuals; Montrose 155 individuals; and San Miguel 34 individuals, for a total of newly served annually at 403.

4. Describe your policies on client admission criteria for this program.

Admission criteria to the Expanded JBBS services will be that the inmate screens positive on the Brief Jail Mental Health Screen; the Simple Screening Instrument for Alcohol and Other Drugs (SSI-AOD); and/or the Columbia Suicide Severity Rating Scale and agrees to participate in services. For those who screen positive but will not be incarcerated for more than two weeks, the individual will meet with the treatment provider and/or the care manager to coordinate care with outpatient services. These individuals will be provided with available wrap-around resources to transition successfully into the community and into outpatient treatment.

#### **24-Month Project Work Plan**

<b>(1) Goal:</b>	Implementation of the project will begin with a complete understanding of the roles and responsibilities of each party.
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Objective 1:	A dedicated JBBS Program Coordination Group will begin to meet within month one of contract signing with the state. The group will be made up of a decision maker with authority from each of the Sheriff's officers who are partners to this project. The group will also include a Program Manager who will help with implementation and reaching goals and objectives of the program.		
Objective 2:	A Memorandum of Understanding will be entered into by the end of the second month of contract completion with the State, which outlines the responsibilities of the Center for Mental Health and the contracting agencies to ensure the required activities are completed as designed.		
Project activities that support the identified goal and objectives	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Within the first month of contract award, the JBBS Program Coordination Group and the Program Manager will meet for their inaugural meeting. The frequency of meetings and a meeting schedule will be drafted by the group.	The contracting agency	Upon completion of contract with the state	Prior to the end of the first month of contract award
2. MOU outlining the data sharing agreements, subcontractor partnership termination, and the roles and responsibilities of the Program Manager along with a management plan that supports the JBBS Coordination Group will be drafted by the attorney for the contracting agency and reviewed by the subcontractor	The contracting agency and partnering Sheriff Departments	Within six weeks after receipt of contract	By the end of month two months after receipt of contract
3. The MOU will be signed by the subcontracting organization	Shelly J. Spalding, Chief Executive Officer, the Center for Mental Health	Two weeks after receipt of draft MOU	By the end of month two of grant award.

<b>(2) Goal:</b>	Correctional staff in all four jails in the catchment area will feel
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	adequately trained to respond to people in custody who have a mental illness or substance use disorder or both.		
Objective 1:	By the end of month three of contract award, the contractors will decide on trainings to be delivered on site in the individual jails.		
Objective 2:	By the end of month four of contract award, sufficient staff at all the jails will be trained so as to feel more competent in responding to individuals in the jail with a mental illness or substance use disorder of both.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
1. Sheriffs, jail staff, and the Center for Mental Health will explore training opportunities that helps to meet the identified goal.	JBBS Program Coordination Group, Regional Directors, and Medical services from the Center for Mental Health	Day one of month three after contract signing	Last day of month three after contract signing
2. The Center for Mental Health and the JBBS Coordination Group will determine if any training provided by the Center would fit the need, i.e. Mental Health First Aid for law enforcement.	JBBS Program Coordination Group, Regional Directors, and Medical services from the Center for Mental Health	Day one of month three after contract signing	Last day of month three after contract signing
3. The training will be decided upon by the JBBS Program Coordination Group and the trainings for jail staff will begin. A minimum number of jail staff will be trained to cover all shifts of the jail.	JBBS Program Coordination Group and the Program Manager	Day one of month four following contract signing	Last day of month four after contract signing

<b>(3) Goal:</b>	Behavioral Health personnel will have a good understanding of the roles and responsibilities of law enforcement and jail staff.
Objectives:	Within four months of contract award, cross training of behavioral health personnel will begin to enhance the understanding of the roles and obligations of law enforcement personnel and jail staff.

Project activities that support the identified goal and objectives	Responsible staff/partners	Timeline	
		Start Date	End Date
The contractor will offer cross training for staff of the Center for Mental Health to help them more fully understand the roles, responsibilities, law enforcement issues, program policies and procedures, information sharing, and safety presented by this funding opportunity and SB18-250.	Contracting agencies, and Program Manager	Day one of month four of contract signing	Last day of month four of contract signing

<b>(4) Goal:</b>	Qualified clinical staff will care for individuals with a behavioral health need in each county jail in the catchment area.		
Objectives:	<ol style="list-style-type: none"> <li>1. Upon funding award and the signing of the MOU, the clinical subcontractor will begin providing jail services.</li> <li>2. Each jail will have the services they need within four months of contract signing.</li> <li>3. Services will be consistently monitored to ensure adequate staff are in place.</li> </ol>		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> <li>1. Hire a .55 FTE psychiatric nurse practitioner with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel.</li> <li>2. Hire a .55 FTE medical case manager with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel.</li> <li>3. Hire an additional .5 FTE clinical staff with time to be split: .25 FTE for Gunnison; .25 FTE for San Miguel.</li> <li>4. Hire an additional 1.2 FTE case management staff with time to be split: .25 FTE for Delta; .25 FTE for</li> </ol>	Shelly J. Spalding	Upon funding notice	When the position is filled

Gunnison; .5 FTE for Montrose; and .2 FTE for San Miguel.			
5. Hire a .50 FTE Program Coordinator to oversee the clinical services of the program and to help ensure that the needs of each jail are being met and a .50 FTE Program Manager who is an employee of the applicant to serve as the liaison for the program and to track services and costs.			

<b>(5) Goal:</b>	The contractor will meet the fiscal requirements of the program.		
Objectives:	<ol style="list-style-type: none"> <li>1. Upon execution of the contract, the contractor will attend a mandatory orientation session with the OBH Program Manager and Fiscal Staff in Denver.</li> <li>2. The contractor will ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions will be disclosed in the invoice submission.</li> <li>3. The contractor will electronically submit invoices in the format template provided to OBH monthly and within 20 days following the end of the reporting period.</li> </ol>		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> <li>1. Orientation immediately following the signed contract will provide the basics required to invoice for services</li> <li>2. Fiscal staff of contracting agency will be trained in the specifics for invoicing for the services provided.</li> <li>3. The contracting agency will submit the first invoice for services provided under the contract on a monthly basis and within 20 days following the reporting period.</li> <li>4. All invoices will be submitted</li> </ol>	Contracting Agency	Upon contract signing	Continuous and ongoing in nature

electronically.			
5. The contractor will maintain all supporting documentation for invoicing.			

<b>(6) Goal:</b>	Required meetings will be attended by the appropriate individuals		
Objectives:	<p>1. County Sheriffs, jail staff, the Program Manager and clinical providers, will be available for site visits by the OBH Manager and Jail and Criminal Justice Mental Health Programs staff as necessary to receive technical assistance support and quality assurance monitoring of the program.</p> <p>2. The contractor or his designee, the Program Manager, and selected clinical staff, will attend quarterly meetings hosted by the OBH Manager, Jail and Criminal Justice Mental Health Programs to enhance communication and collaboration on project goals and objectives. It is understood that these meetings will be via video conference or phone conference.</p>		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
1. All Sheriffs of the catchment area, jail staff, Program Manager, and clinical staff will be available for site visits. Each will be prepared to ask and answer questions to learn from others and to teach, when appropriate, for a better understanding of local needs and strengths, and to understand best practices across the state.	Sheriffs from Delta, Gunnison, Montrose, and San Miguel, jail staff, the Program Manager, Program Coordinator, and clinical staff	Upon contract signing	Ongoing and continuous in nature

<b>(7) Goal:</b>	Meet or exceed reporting requirements
Objectives:	<p>1. No later than 30 days after the end of each quarter the contractor will submit a progress report using the OBH template.</p> <p>2. Monthly each agency will input client information and services data</p>

<p>into the JBBS database.</p> <p>3. Clinical staff will submit DACODS and CCAR data for all jail-based services.</p> <p>4. Submit an option letter renewal with a work plan and budget each year before April 15<sup>th</sup>.</p>			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<p>1. Program Manager will input client information and services data into the JBBS database monthly no later than the 15<sup>th</sup> of the month following each month end.</p> <p>2. The Program Manager will submit a quarterly progress report no later than 30 days after the end of each quarter and using the template provided by OBH.</p> <p>3. Licensed SUD staff will submit DACODS and CCAR data for all services offered in jails.</p> <p>4. The contractor and Program Manager will submit to OBH as requested any or all of the following: prevalence data, critical incidents, demographics information, numbers of clients served, types and quantities of services delivered, number and percentage who successfully transition to community-based services, and program discharge outcomes.</p> <p>5. Before April 15 annually submit a work plan and budget for option letter renewal.</p>	Program Manager, jail staff for each jail, Sheriffs in each of the four counties, and licensed clinical staff	Upon contract signing	Ongoing and continuous in nature

<b>(8) Goal:</b>	Create the best JBBS Program possible
<b>Objectives:</b>	1. Take advantage of regular meetings to suggest and make improvements to the JBBS program implementation.



		2. Ensure that all jails have the services and supports that they need.	
Project activities that support the identified goal and objectives	Responsible staff/partners	Timeline	
		Start Date	End Date
<p>1. Meet regularly and often to ensure good communication between agencies and staff. Always tackle the elephant in the room to create a safe place to express concerns and frustrations.</p> <p>2. Make certain that each dollar is spent wisely and with each individual gaining services in mind.</p> <p>3. Help individuals to live successfully in their communities to help prevent further incarcerations.</p>		With Contract signing	Ongoing and continuous in nature

## EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

### 1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

### 2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
  - i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

- 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.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
  - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
  - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
  - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
  - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- l. Appropriate Safeguards.
  - i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
  - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
  - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
  - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- m. 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.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
  - i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
  - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
  - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such 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.
- o. 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.
- p. Subcontractors and Breaches.
  - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. 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.

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

#### 5. TERMINATION

- a. Breach.
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain



written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

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 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.

## 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. 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.
  - ii. 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 covering the Confidentiality of Alcohol

and Drug Abuse Patient Records, 42.C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references PHI shall be understood to include protected information.

- iii. 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.
  - iv. 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.
  - v. 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.
  - vi. 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.

## **Exhibit E., Miscellaneous Provisions**

### **I. General Provisions and Requirements**

#### **A. Finance and Data Protocols**

The Contractor shall comply with the Office of Behavioral Health's (OBH) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

#### **B. Print and Marketing Materials**

When the Contractor publishes newsletters, consumer pamphlets, or other publications where financial contributors/funders are noted, the State shall be listed as funder. Contractor shall include the current Colorado Department of Human Services logo on any visual marketing materials that advertise programs funded by this Contract.

#### **C. Option Letter**

1. For contracts using only State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost of living adjustment for the Substance Use Treatment and Prevention lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 21, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

#### **D. 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 OBH eliminating funding to that specific program and/or budget line item.

#### **E. Immediate Notification of Closures / Reductions in Force**

If the Contractor intends to close a facility or program, it shall notify the OBH 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 OBH Contracts Unit at least five business days prior to the layoffs.

### **II. Audit Requirements**

#### **A. Independent Audit Requirements**

1. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time

or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

2. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.
3. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

**B. Annual Single Audit**

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).

**III. Financial Requirements**

**A. Funding Sources**

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. The Contractor shall report to the Single Audit the amount of the federal grant identified in the budget under the CFDA number identified in this contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

**B. Unit Cost Report**

Contractor and all sub-contractors providing behavioral health treatment and recovery services shall complete and submit a unit cost report in accordance with the accounting and auditing guidelines by November 30<sup>th</sup> each year.

**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 the OBH, 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 OBH.
3. All payment requests shall be submitted electronically to OBHpayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.

**EXHIBIT F – RECOVERY SUPPORT SERVICES**  
**PROGRAM: JBBS MENTAL HEALTH EXPANSION PROGRAM**

	ALLOWED SERVICES	ADDITIONAL NOTES
1	Application Fees ID / Birth Certificates	One time per client
2	Backpacks	
3	Basic Hygiene Items	Limit of \$15.00 per person
4	Bicycles	May be provided if client is engaged in treatment services for 2 or more months post release and can prove no other transportation options are available. 1 time per person.
5	Bus Pass – Daily, Monthly	One time per client for monthly and 3 booklets for one-time passes
6	Child Care	1 month limit per client
7	Clothing Vouchers	Limit of \$100.00 per person
8	Educational Costs ( books, supplies, and fees)	
9	Emergency Housing	90 days limit per person
10	Food Assistance	
11	Gas Vouchers	Limit of \$30.00 per person
12	GED Program / Testing	
13	Job Placement Training	
14	Life Skills Training	
15	Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
16	Medications	30 days limit per person
17	Personal Hygiene Care (eg. haircuts)	Limit of \$20.00 per person
18	Phone Cards	Limit of \$15.00 per person
19	Pre-paid Cell Phones	*TO BE PAID FOR UPON RELEASE AND AFTER CLIENT ATTENDS 2 APPOINTMENTS IN THE COMMUNITY. Cost of the phone and up to 2 months of bills.
20	Print Brochures to Referral Sources	
21	Taxi	Only if no public transportation is available in the area
22	Transportation to Residential Treatment	Limit of \$1,200.00 per contract (for the whole catchment area)
23	UA / BAs	Limit of \$100.00 per person
24	Utilities	1 month limit per client

\*\* No mental health or substance use disorder groups or individual treatment to be funded via these funds

## **EXHIBIT G., APPLICATION PROCESS**

How do I apply and where can I Obtain Additional Information?

### **Eligible Counties**

Per SB 18-250 priority shall be given to rural and frontier counties for mental health services funds. The following counties are encouraged to apply for these funds:

Alamosa, Baca, Bent, Clear Creek, Conejos, Crowley, Delta, Eagle, Elbert, Garfield, Grand, Gunnison, Kit Carson, La Plata, Lincoln, Logan, Mesa, Moffat, Montezuma, Montrose, Morgan, Otero, Pitkin, Prowers, Routt, San Miguel, Summit, Washington, Yuma.

### **Request for Funds and Work Plan Submission Process**

For funding consideration, the following documents must be submitted electronically in Microsoft Word.doc format no later than **December 17, 2018** via email to [kerry.krause@state.co.us](mailto:kerry.krause@state.co.us), Manager, Jail and Criminal Justice Mental Health Programs for funding consideration:

- Work Plan - Exhibit A
- Cover Page - Exhibit B
- Budget Template - Exhibit C
- Letters of Supports (if available)

Funding decisions shall be announced in January 2019.

Questions may be directed to Kerry Krause at [kerry.krause@state.co.us](mailto:kerry.krause@state.co.us)

The Work Plan should be no longer than single spaced twelve (12) pages, conform to the format outlined in this document, and provide detailed responses to each of the areas listed below. Work Plans not utilizing this format will be deemed incomplete and may not be considered for funding:

### **Informational Webinar:**

An Information Session about the JBBS funding announcement will be hosted on:

November 27, 2018 10:00am - 11:30am

Attendees must register for the webinar via the link below.

Webinar Registration URL: <https://attendee.gotowebinar.com/register/2648040009444548353>





AGENDA ITEM - 4.e.

**TITLE:**

Ratification of Chair's signature on a mutual agreement between Montrose County Department of Health and Human Services to transfer \$25,000 of TANF Funds to San Miguel County.

**Presented by:**

**Time needed:**

**PREPARED BY:**

Carol Friedrich

**RECOMMENDED ACTION/MOTION:**

To be approved as presented.

**INTRODUCTION/BACKGROUND:**

See attached document.

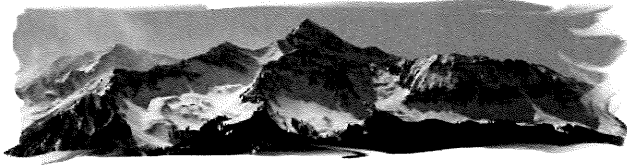
**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description  
TANF Funds Letter

Upload Date  
5/30/2019



**San Miguel County**  
**Department of Social Services**

333 W. Colorado Ave  
Telluride CO 81435  
PH 970-728-4411 FAX 970-728-4412

May 24, 2019

Commissioners Nancy Sharpe & Norm Steen  
Colorado Counties, Inc.  
800 Grant Street, Suite 500  
Denver, CO 80203  
Attn: Allison Daley

Dear Commissioners Sharpe & Steen:

The San Miguel County Department of Social Services and the Montrose County Department of Health & Human Services have reached a mutual agreement whereby Montrose County would like to transfer \$25,000 of TANF funds to San Miguel County. Pending approval by the Works Allocation Committee, it is understood by San Miguel County that they will assume responsibility for the corresponding Maintenance of Effort.

Should you have any questions regarding this matter, please feel free to contact Carol Friedrich San Miguel County Director of Social Services. Thank you for your time and support in this manner.

Sincerely,

  
\_\_\_\_\_  
Chair of the San Miguel Board of County Commissioners

CC:

Keith Caddy County Board of County Commissioners  
Roger Rash County Board of County Commissioners  
Sue Hansen County Board of County Commissioners  
Carol Friedrich County Director of Social Services  
Stephen Tullos County Director of Human Services



AGENDA ITEM - 4.f.

**TITLE:**

Ratification of Chair's signature on a contract amendment #2019\*0498, Amendment #2 with Colorado Department of Public Health & Environment of \$49,999 for the provision of Local Public Health Contract activities by the County Department of Health and Environment.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

Contract Maximum Amount from 7/1/2019-6/30/2020, \$49,999, to provide support for Public Health Services.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

**ATTACHMENTS:**

Description

Public Support Health Services Contract

Upload Date

5/30/2019

5/19/19  
Ratification

## Colorado Department of Public Health & Environment Instructions for Contract Processing

*(New Contract OR Amendment used for any type of modification)*

\*\*\*\*\*

### Intergovernmental Entities/Local Health Agencies

#### I. Contract Document

☐ **Print** – 2 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted.

☐ **Signatures** – Each of the 2 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

#### II. Signature Authority

**\*Attention Local Health Agencies:** Some agencies have signature authority letters on file with CDPHE. If your agency does not, please read and comply with the following instructions\*

If the **individual signing your contract document is NOT listed below** as the signature authority for your entity type, you must provide 1 copy of a **Signature Authority Letter** or other regulatory document (resolution, charter, ordinance, etc) confirming the individual has the authority to enter into contracts on behalf of the organization.

- **Counties** – Board of County Commissioners Chairperson or Executive Director
- **County or District Board of Health** – Board of Health President or Executive Director
- **County or District Board of Social Services** – Board of Social Services Chairperson
- **Cities and Towns** – Mayor
- **Cities and Towns** – City Manager (if city manager structure)
- **School District** – School District Superintendent

#### III. Submission

☐ **Return** both original signed contract documents and the Signature Authority documentation (if applicable) to the address below.

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

Colorado Department of Public Health & Environment  
Attn: Office of Planning, Partnerships and Improvement  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

#### IV. Fully Executed Contract

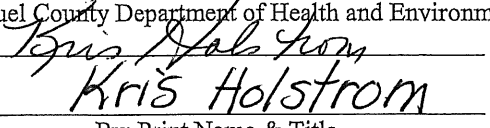
You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.

**CONTRACT AMENDMENT #2019\*0498 Amendment #2****SIGNATURE AND COVER PAGE(S)**

State Agency : <b>Colorado Department Of Public Health and Environment</b> <b>4300 Cherry Creek Drive South</b> <b>Denver, CO 80246</b>				Original Contract Number <b>18 FAAA 97498</b>		
Contractor <b>Board of County Commissioners of San Miguel County</b> <b>(a political subdivision of the state of Colorado)</b> <b>333 West Colorado Avenue</b> <b>Telluride, Colorado 81435</b> <b>for the use and benefit of the</b> <b>San Miguel County Department of Health and Environment</b> <b>333 West Colorado Avenue</b> <b>Telluride, Colorado 81435-9999</b>				Amendment Contract Number <b>2019*0498 Amendment #2</b>		
Contract Performance Beginning Date : <b>The later of the Effective date or July 1, 2019</b>				Current Contract Expiration Date : <b>June 30, 2020</b>		
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	18 FAAA 97498	\$8,118.00	\$41,788.27		07/01/2017 - 06/30/2018	\$49,906.27
Amendment #1	19 FAAA 107497	\$8,118.00	\$41,913.00		07/01/2018 - 06/30/2019	\$50,031.00
Amendment #2	2019*0498 Amendment #2	\$8,118.00	\$41,881.00		07/1/2019 - 06/30/2020	\$49,999.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$149,936.27</b>

**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.

<b>CONTRACTOR</b> Board of County Commissioners of San Miguel County (a political subdivision of the state of Colorado) for the use and benefit of the San Miguel County Department of Health and Environment  By: Print Name & Title Date: <u>5/29/2019</u>	<b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>Colorado Department Of Public Health and Environment</b> Jill Hunsaker Ryan, MPH Executive Director  By: Lisa McGovern, Procurement and Contracts Section Director, CDPHE Date: _____
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<p align="center"><b>PROGRAM APPROVAL</b></p> <p align="center">Colorado Department of Public Health and Environment Anne-Marie Braga, Director Office of Planning, Partnerships and Improvement</p> <p>By: _____ Signature of Authorized CDPHE Program Approver</p> <p>Date: _____</p>	<p align="center">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ David Norris, Controller, CDPHE</p> <p>Amendment Effective Date: _____</p>
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**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or July 1, 2019, whichever is later and shall terminate on the termination of the Contract or June 30, 2020, whichever is earlier.

**4. PURPOSE**

The Parties entered into the agreement to Provide support for public health services, as established by the State Board of Health pursuant to §25-1-503(1), C.R.S. and in accordance with Section §25-1-512 C.R.S. and Section §24-75.1104.5 (1.5) (a) (IV) C.R.S. The district public health agency shall participate in assessment and planning efforts at the state, regional, and local level facilitated by the Office of Planning of Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

The Parties now desire to update the statement of work, renew for an additional term and change current Contract Maximum Total for the following reason: The year dates were removed from the statement of work deliverables in section A, systems names were updated in the Child Fatality Prevention Services section and extended for an additional term.

5. **MODIFICATIONS**

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

- A. The Contract Maximum Amount is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.

- 6. 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.

- 7. The Amendment and all prior amendments thereto, if any, are modified as follows:

- i. The Parties now agree to modify Exhibit: Exhibit G Statement of Work of the agreement. Exhibit G Statement of Work is deleted and replaced in its entirety with Exhibit I Statement of Work Removed year date from deliverables in Section A of the work plan and Revised CFPS systems terminology in Section C of the work plan (when applicable).
- ii. The Parties now agree to modify Exhibit: Exhibit H Budget of the agreement. Exhibit H Budget is deleted and replaced in its entirety with Exhibit J Budget Updated with current funding amounts for FY 2019-2020.

8. **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.

STATEMENT OF WORK  
To Original Contract Routing Number 18 FAAA 97498  
Routing Number 2019\*0498

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

**I. Project Description:**

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Planning, Partnerships and Improvement and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

**II. Definitions:**

1. CDPHE: Colorado Department of Public Health and Environment
2. CDS: CYSHCN Data System
3. CFPS: Child Fatality Prevention System
4. CRS: Case Reporting System
5. CYSHCN: Children and Youth with Special Health Care Needs
6. FTP: File Transfer Protocol
7. HCP: Program for Children and Youth with Special Health Care Needs
8. MCH: Maternal and Child Health
9. SUID: Sudden Unexpected Infant Death

**III. Work Plan:**

**A. Local Core Public Health Services**

<b>Goal #1:</b> Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
<b>Objective #1:</b> No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
<b>Primary Activity #1</b>	The Contractor shall provide or assure the provision Core Public Health Services within their jurisdiction.
<b>Sub-Activities #1</b>	1. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i> and Colorado State Board of Health Rules 6 CCR 1010-7, 6 CCR 1010-6. These documents are incorporated and made part of this contract by reference and is available on the following website <a href="http://www.sos.state.co.us/CCR/NumericalDeptList.do">http://www.sos.state.co.us/CCR/NumericalDeptList.do</a> .
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. CDPHE will send notification when updates are made.</li> <li>2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by the Office of Planning, Partnerships and Improvement. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website <a href="https://www.colorado.gov/cdphe-lpha">https://www.colorado.gov/cdphe-lpha</a> and is incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6CCR 1014-9</i>. This document is incorporated and made part of this contract by</li> </ol>



**EXHIBIT I**

	<p>reference and is available on the following website:  <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</p> <p>4. The Contractor shall conduct or assure that regulatory inspections and regulatory compliance for schools and child care facilities in accordance with state laws, regulations and standards are completed. This information is located on the CDPHE Division of Environmental Health and Sustainability website <a href="https://www.colorado.gov/cdphe-lpha">https://www.colorado.gov/cdphe-lpha</a> and is incorporated and made part of this contract by reference.</p> <p>5. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.</p> <p>6. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.</p>	
<b>Expected Results of Activity(s)</b>	<p>Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.</p> <p>Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the resources and funding available to each of these programs.</p>	
<b>Measurement of Expected Results</b>	<p>1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.</p> <p>2. School and child care inspection data is provided in the Contractor's quarterly inspection data and compliance progress summary via email provides evidence of the services provided or assured.</p>	
		<b>Completion Date</b>
<b>Deliverables</b>	<p>1. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by the Office of Planning, Partnerships and Improvement.</p> <p>2. If not using the State's digital database, the Contractor shall submit a quarterly inspection data and compliance progress summary via email in a format provided by the Division of Environmental Health and Sustainability (DEHS).</p>	<p>No later than April 30</p> <p>No later than October 31, January 31, April 30, and June 30</p>

**B. Maternal and Child Health Services**

<b>Goal #1:</b> Optimize the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.	
<b>Objective #1:</b> No later than the expiration of the contract, the Contractor shall identify and address maternal and child health needs within their county jurisdiction to improve the health and well-being of mothers and children.	
<b>Primary Activity #1</b>	The Contractor shall implement evidence-based strategies to improve maternal and child health.
<b>Sub-Activities #1</b>	<p>1. The Contractor shall select one or more of the identified MCH priorities on which to focus.</p> <p>2. The Contractor shall complete the electronic MCH and HCP Annual Report and Planning Form, including identification of selected priority(ies) and strategy(ies) to be implemented.</p> <p>3. The Contractor shall meet with internal partners to identify ongoing areas of alignment between MCH and local public health improvement plan strategies, with the goal of accelerating the achievement of mutual objectives.</p> <p>4. The Contractor shall implement activities to impact the MCH priority indicated on the electronic MCH and HCP Annual Report and Planning Form.</p>

**EXHIBIT I**

	<ol style="list-style-type: none"> <li>Contractors receiving less than \$40,000 in MCH funding shall participate in a minimum of two progress check in calls with their MCH Consultant. Contractors receiving more than \$40,000 in MCH funding shall participate in a minimum of two progress check in calls and participate in an additional consultation opportunity with their MCH consultant.</li> <li>The Contractor shall complete the MCH portion of the Office of Planning, Partnerships, and Improvement's Local Planning and Support Annual Report.</li> </ol>
<b>Primary Activity #2</b>	The Contractor shall provide information and resources for community partners and families of children and/or youth with special health care needs, within their agreed upon jurisdiction.
<b>Primary Activity #3</b>	The Contractors receiving less than \$40,000 and selecting HCP on their electronic MCH and HCP Annual Report and Planning Form, or Contractors receiving greater than \$40,000 in MCH Block Grant Funding, shall implement HCP, a Program for Children and Youth with Special Health Care Needs, within their agreed upon jurisdiction.
<b>Sub-Activities #3</b>	<ol style="list-style-type: none"> <li>The Contractor shall conduct outreach to community organizations to establish connections and strengthen referral systems with HCP.</li> <li>The Contractor shall provide the HCP model of care coordination as outlined in the HCP policies and guidelines.</li> <li>Contractors receiving greater than \$40,000 in MCH funding shall participate in HCP statewide meetings via webinar every other month as scheduled.</li> <li>The Contractor shall participate in a progress check-in call with their HCP consultant to review their annual electronic MCH and HCP Annual Report and Planning Form..</li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>The Contractor's work shall be guided by the MCH priority local action plans that correspond with their selected priorities. This information is located on the MCH website <a href="http://www.mchcolorado.org">www.mchcolorado.org</a> and incorporated and made part of this contract by reference.</li> <li>The Contractor shall comply with HCP policies and guidelines, if HCP is selected on the electronic MCH and HCP Annual Report and Planning Form. This information is located on the HCP website <a href="http://www.hcpcolorado.org">http://www.hcpcolorado.org</a> and incorporated and made part of this contract by reference.</li> <li>The Contractor shall use the electronic MCH and HCP Annual Report and Planning Form provided by the Office of Planning, Partnerships and Improvement.</li> </ol>
<b>Expected Results of Activity(s)</b>	Improve the health status and address the needs of the maternal and child health population within the Contractor's jurisdiction.
<b>Measurement of Expected Results</b>	<p>The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply.</p> <ol style="list-style-type: none"> <li>Performance toward MCH objectives (Objective 1) shall be measured through completion of the MCH portion of the Office of Planning, Partnerships and Improvement's Local Planning and Support Contract electronic annual report.</li> <li>The Contractor meets at least 75% of their information and resource target as calculated in their electronic MCH and HCP Annual Report and Planning Form. .</li> <li>The Contractor meets at least 75% of their care coordination target as calculated in their electronic MCH and HCP Annual Report and Planning Form.</li> </ol>

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	4. Data contained in CDS provides evidence of the children and/or youth provided with HCP care coordination services.	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall complete and submit the electronic MCH and HCP Annual Report and Planning Form for the next contract period.	No later than June 1

**C. Child Fatality Prevention System**

<b>Goal #1:</b> Reduce the number of child deaths in Colorado due to the following causes: undetermined, unintentional injury, homicide, motor vehicle incidents, child abuse and neglect, sudden unexpected infant deaths (SUID), and suicide.	
<b>Objective #1:</b> No later than the expiration date of this Contract, the Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team.	
<b>Primary Activity #1</b>	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local team based on coroner jurisdiction.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"><li>1. The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local team based on coroner jurisdiction.</li><li>2. The Contractor shall gather case records from the coroner’s office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.</li><li>3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention’s Case Reporting System (CRS) for each child fatality assigned to the local team.</li><li>4. The Contractor shall develop case summaries for the purpose of completing the “Narrative” section (Section O) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team.</li><li>5. The Contractor shall coordinate and facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying prevention recommendations in the “Prevention Initiatives Resulting from the Review” section (Section L) of the National Center for Fatality Review and Prevention’s CRS.</li><li>6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click “Data entry completed for this case” (in Section P) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team.</li></ol>
<b>Objective #2:</b> No later than the expiration date of this Contract, the Contractor shall participate in statewide efforts to implement the Colorado Child Fatality Prevention System (CFPS).	
<b>Primary Activity #1</b>	The Contractor shall promote evidence-based injury and violence prevention strategies.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"><li>1. The Contractor shall provide input and vote on state-level prevention recommendations to be prioritized by the CFPS State Review Team for the CFPS annual legislative report.</li><li>2. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.</li><li>3. The Contractor shall apply a public health approach to identify prevention strategies and systems improvements to implement at the local level.</li><li>4. The Contractor shall implement evidence-based child fatality prevention strategies and system improvements at the local level.</li><li>5. The Contractor shall share information on any prevention strategies and system improvements that are promoted and implemented at the local level.</li></ol>

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<b>Primary Activity #2</b>	The Contractor shall participate in training opportunities facilitated by CFPS support staff at CDPHE.
<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall attend any local team training hosted by CFPS State Support Team at CDPHE.</li> <li>2. The Contractor shall participate in web-based trainings facilitated by CFPS support staff at CDPHE.</li> </ol>
<b>Primary Activity #3</b>	The Contractor shall participate in statewide evaluation of the Colorado CFPS and complete state-level data collection tools and surveys.
<b>Sub-Activities #3</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete and submit the CFPS Local Team Survey when administered.</li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>3. The Contractor shall adhere to processes and policies outlined in the <i>Colorado Child Fatality Prevention System (CFPS): An Introduction to the System</i> to conduct individual, case-specific review of fatalities, identify prevention recommendations, and enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html">http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html</a>.</li> <li>4. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.</li> <li>5. The Contractor shall maintain access and ensure the local team coordinator has login credentials to the FTP Website and the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at <a href="https://data.ncfrp.org">https://data.ncfrp.org</a>.</li> <li>6. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at <a href="https://secft2.dphe.state.co.us/thinclient/Login.aspx">https://secft2.dphe.state.co.us/thinclient/Login.aspx</a>.</li> <li>7. The Contractor shall complete individual, case-specific, multidisciplinary reviews and data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS.</li> <li>8. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.cochildfatalityprevention.com/">http://www.cochildfatalityprevention.com/</a>.</li> <li>9. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by completing and submitting an online form. This form is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.cochildfatalityprevention.com/p/contact-cfps-staff.html">http://www.cochildfatalityprevention.com/p/contact-cfps-staff.html</a>.</li> <li>10. CDPHE will analyze and aggregate child fatality data and disseminate this data to the Contractor in local team data reports and on the online <i>CFPS Data Dashboard</i>. In addition, CDPHE will provide information and resources for evidence-based injury and violence prevention strategies and will make this information available on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at <a href="http://www.cochildfatalityprevention.com/">http://www.cochildfatalityprevention.com/</a>.</li> </ol>

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	<ol style="list-style-type: none"> <li>11. The Contractor shall incorporate information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies.</li> <li>12. The Contractor shall share information on local level prevention strategies and system improvements.</li> <li>13. The Contractor shall notify the CFPS State Support Team at CDPHE within thirty (30) calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract.</li> <li>14. Travel may be required from time to time by CDPHE. The Contractor shall attend meetings as requested by CDPHE.</li> </ol>	
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"> <li>1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, and patterns surrounding child deaths.</li> <li>2. Identification of evidence-based prevention recommendations to prevent future child fatalities from occurring in Colorado.</li> <li>3. Implemented and evaluated child fatality prevention strategies at the state and local levels.</li> </ol>	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Sections A-O of the National Center for Fatality Review and Prevention's CRS will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS' review criteria within the local team's jurisdiction.</li> <li>2. Increased number of prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete entry of all child fatality data into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned to the local team by the CFPS State Support Team at CDPHE.</li> </ol>	No later than January 1
	<ol style="list-style-type: none"> <li>2. The Contractor shall complete entry of all child fatality data into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned to the local team by the CFPS State Support Team at CDPHE.</li> </ol>	No later than two months after conducting the child fatality review meeting.
	<ol style="list-style-type: none"> <li>3. The Contractor shall submit the web-based CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.</li> </ol>	No later than June 30
	<ol style="list-style-type: none"> <li>4. The Contractor shall provide input and vote on state-level prevention recommendations via a web-based survey provided by the CFPS State Support Team at CDPHE.</li> </ol>	No later than April 15
	<ol style="list-style-type: none"> <li>5. The Contractor shall share information about any prevention strategies that are promoted and implemented at the local level as requested by the CFPS State Support Team at CDPHE.</li> </ol>	No later than September 30; January 31; and May 31
	<ol style="list-style-type: none"> <li>6. The Contractor shall submit progress reports via email to the CFPS State Support Team at CDPHE.</li> </ol>	No later than November 30 and April 30

**D. Monitoring:**

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

**E. Resolution of Non-Compliance:**

## EXHIBIT I

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

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**BUDGET**  
**To Task Order - Contract Routing Number 18 FAAA 97498**  
**Routing Number 2019\*0498 Amendment #2**

**Budget:**

<b>Quarter</b>	<b>Local Planning and Support Amount</b>	<b>Maternal Child Health Amount</b>	<b>Child Fatality Prevention Amount</b>	<b>TOTAL Payment</b>
July 1 through September 30, 2019	\$9,970.25	\$2,029.50	\$500.00	<b>\$12,499.75</b>
October 1 through December 31, 2019	\$9,970.25	\$2,029.50	\$500.00	<b>\$12,499.75</b>
January 1 through March 31, 2020	\$9,970.25	\$2,029.50	\$500.00	<b>\$12,499.75</b>
April 1 through June 30, 2020	\$9,970.25	\$2,029.50	\$500.00	<b>\$12,499.75</b>
<b>Total</b>	<b>\$39,881.00</b>	<b>\$8,118.00</b>	<b>\$2,000.00</b>	<b>\$49,999.00</b>

# Colorado Department of Public Health & Environment Instructions for Contract Processing

(New Contract OR Amendment used for any type of modification)

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## Intergovernmental Entities/Local Health Agencies

### I. Contract Document

☐ **Print** – 2 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted.

☐ **Signatures** – Each of the 2 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

### II. Signature Authority

**\*Attention Local Health Agencies:** Some agencies have signature authority letters on file with CDPHE. If your agency does not, please read and comply with the following instructions\*

If the individual signing your contract document is **NOT listed below** as the signature authority for your entity type, you must provide 1 copy of a **Signature Authority Letter** or other regulatory document (resolution, charter, ordinance, etc) confirming the individual has the authority to enter into contracts on behalf of the organization.

- **Counties** – Board of County Commissioners Chairperson or Executive Director
- **County or District Board of Health** – Board of Health President or Executive Director
- **County or District Board of Social Services** – Board of Social Services Chairperson
- **Cities and Towns** – Mayor
- **Cities and Towns** – City Manager (if city manager structure)
- **School District** – School District Superintendent

### III. Submission

☐ **Return** both original signed contract documents and the Signature Authority documentation (if applicable) to the address below.

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

Colorado Department of Public Health & Environment  
Attn: Office of Planning, Partnerships and Improvement  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

OPPI  
Local Planning  
and Support Contracts

### IV. Fully Executed Contract

You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.





Shipment Receipt

May 28, 2019

1ZX21W861391565191

## Where

Ship From  
San Miguel County, Carmen Warfield  
333 West Colorado Ave, 3rd Floor, TELLURIDE, CO  
81435  
carmenw@sanmiguelcountyco.gov, (970) 728-3844  
0

Ship To  
Colorado Dept of Public Health/Env, OPPI  
4300 Cherry Creek Drive South, Office of Planning,  
Partnerships, and Improvement, DENVER, CO  
80246

## What

### Package 1 - 1ZX21W861391565191

Weight	Dimensions	Reference Numbers	Declared Value
1 lbs	UPS Letter	OPPI Contract	1.00 USD

## Service Details - UPS Next Day Air Saver

Estimated Delivery Thursday May 30, 2019 , 3:00 PM

## Additional Options

Email Notifications: carmenw@sanmiguelcountyco.gov

## Payment

Bill Shipping Charges To: Shipper - X21W86 - San Miguel County

## Shipping Total

### Shipping Fees

<b>Package 1</b>	
UPS Next Day Air Saver	\$38.71
Fuel Surcharge	\$3.10

### Subtotals

<b>Shipping Fees</b>	\$41.81
<b>Combined Charges</b>	\$41.81
<b>Contract Rate</b>	\$6.38

Transportation Charges: for services listed as guaranteed, refunds apply to transportation charges only. See Terms and Conditions in the Service Guide for details. Certain commodities and high value shipments may require additional transit time for customs clearance.

Rate includes a fuel Surcharge, but excludes taxes, duties and other charges that may apply to the shipment.  
Your invoice may vary from the displayed reference rates

Note: This document is not an invoice.

All shipments are subject to the UPS Tariff/Terms and Conditions of Service ("UPS terms") in effect on the date of shipment, which are available at [www.ups.com/terms](http://www.ups.com/terms). Pursuant to the UPS Terms, UPS's maximum liability for loss or damage to each domestic package or international shipment is limited to \$100, unless the shipper declares a greater value in the declared value field of the UPS shipping system used and pays the applicable charge (in which case UPS's maximum liability is the declared value). Special terms apply to some services and articles. Please review the UPS Terms for liability limits, exclusions from liability, maximum declared values, prohibited items, and other important terms of service. The shipper agrees that in the absence of a greater declared value, \$100 value is a reasonable limitation under the circumstances of the transportation. Claims not timely made (generally noticed within sixty days and filed within nine months, but filed within sixty days for international shipments) are deemed waived and will not be paid. See the UPS Terms for details. Under no circumstances will UPS be liable for any special, incidental, or consequential damages.



AGENDA ITEM - 4.g.

**TITLE:**

Ratification of Chair's signature on a contract amendment #2, Contract Routing #2020\*110, 19 FHHA 108944, with Colorado Department of Public Health & Environment of \$15,812 for the provision of Local Planning Support, Maternal Child Health, and Child Fatality and Prevention (LPHA).

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached contract.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

LPHA Contract

Upload Date

5/30/2019

# Colorado Department of Public Health & Environment Instructions for Contract Processing

## Interagency/ Intergovernmental / LPHA

### ➤ Contract Document

- ☒ **Print** – 2 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted
- ☒ **Signatures** - Each of the 2 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

### ➤ Supporting Documentation

- ☐ **Vendor Information Form**– Complete entire form, including the DUNS#.

### ➤ Submission

- ☐ **Return** 2 original signed contract documents to the address below.

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

Colorado Department of Public Health & Environment  
**DCEED**  
Attn: Deanna J. Butler  
4300 Cherry Creek Drive South  
Denver, CO 80246-153

*Previous  
2018-06-9*

### ➤ Fully Executed Contract

- ☐ You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.
- ☐ An original fully executed contract will be mailed to you.

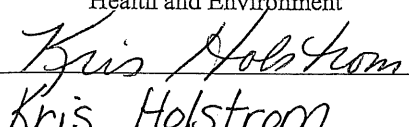


**CONTRACT AMENDMENT #2****SIGNATURE AND COVER PAGE(S)**

State Agency : <b>Colorado Department Of Public Health and Environment</b> <b>4300 Cherry Creek Drive South</b> <b>Denver, CO 80246</b>				Original Contract Number <b>19 FHHA 108944</b>		
Contractor: <b>Board of County Commissioners of San Miguel County</b> <b>333 West Colorado Avenue</b> <b>Telluride, Colorado 81435</b> <b>For the use and benefit of the San Miguel County Department of Health and Environment</b> <b>333 West Colorado Avenue</b> <b>Telluride, Colorado 81435-9999</b>				Amendment Contract Number <b>2020*110 Amendment #2</b>		
Contract Performance Beginning Date : <b>The later of the Effective date or July 1, 2018</b>				Current Contract Expiration Date : <b>June 30, 2020</b>		
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	19 FHHA 108944	\$3,548.00	\$7,308.00	\$0.00	07/01/2018-06/30/2019	\$10,856.00
GFCL #1	19 FHHA 113401	\$0.00	\$5,160.00	\$0.00	09/17/2018-06/30/2019	\$5,160.00
Contract Amendment #1	19 FHHA 127215	\$4,250.00	\$0.00	\$0.00	02/25/2019-6/30/2019	\$4,250.00
Contract Amendment #2	2020*110 Amendment #2	\$3,765.00	\$12,047.00	\$0.00	07/01/2019-06/30/2020	\$15,812.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$36,078.00</b>

**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.

<b>CONTRACTOR</b> Board of County Commissioners of San Miguel County for the use and benefit of the San Miguel County Department of Health and Environment  By: Print Name & Title Date: <u>5/29/2019</u>	<b>STATE OF COLORADO</b> - Jared S. Polis, Governor <b>Colorado Department Of Public Health and Environment</b> Jill Hunsaker Ryan, MPH Executive Director By: Lisa McGovern, Procurement and Contracts Section Director, CDPHE Date: _____
--	--

<p align="center"><b>PROGRAM APPROVAL</b></p> <p align="center">Colorado Department of Public Health and Environment</p> <p>By: _____ Signature of Authorized CDPHE Program Approver</p> <p>Date: _____</p>	<p align="center">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ David Norris, Controller, CDPHE</p> <p>Amendment Effective Date: _____</p>
---	---

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2019**, whichever is later and shall terminate on the termination of the Contract or **June 30, 2020**, whichever is earlier.

**4. PURPOSE**

The Parties entered into the agreement to reduce and eliminate vaccine preventable disease in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to renew.

**5. MODIFICATIONS**

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

- A. The Contract Maximum Amount is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.

- B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Amendment and all prior amendments thereto, if any, are modified as follows:
  - i. The Parties now agree to modify Revised Exhibit B of the agreement. Revised Exhibit B is deleted and replaced in its entirety with Exhibit G to renew.
  - ii. The Parties now agree to modify Exhibit F of the agreement. Exhibit F is deleted and replaced in its entirety with Exhibit H to renew.

**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.

## STATEMENT OF WORK

To Original Contract Routing Number: 19 FHHA 108944  
 Contract Amendment Routing Number: 2020\*110 Amendment #2

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

**I. Entity Name: San Miguel County Department of Public Health and Environment**

**II. Project Description:** This project serves to reduce and eliminate vaccine-preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

**III. Definitions:**

1. ACIP: Advisory Committee on Immunization Practices
2. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
3. CCR: Code of Colorado Regulations
4. CDC: Centers for Disease Control and Prevention
5. CDPHE: Colorado Department of Public Health and Environment
6. CIB: Colorado Immunization Branch
7. CIIS: Colorado Immunization Information System
8. CIIS reminder/recall: Reminder/recall involves identifying patients who are coming due (reminder) or overdue (recall) for immunizations and contacting them to schedule an appointment.
9. Core immunization services: As defined by the Colorado State Board of Health: assure access to immunizations using established standards, and, in collaboration with CDPHE, monitor community immunization levels.
10. Deputization: The formal extension of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency. Previously called Delegation of Authority.
11. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
12. FQHC: Federally Qualified Health Center
13. Insured: A person who is covered by health insurance.
14. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
15. LPHA: Local Public Health Agency
16. MOU: Memorandum of Understanding
17. RHC: Rural Health Center
18. School: As defined by the Colorado State Board of Health: all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.



**EXHIBIT G**

19. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
20. VFC: Vaccines for Children
21. VPD: Vaccine-preventable disease

**IV. Work Plan:**

<b>Goal #1:</b> Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
<b>Objective #1:</b> No later than the expiration of the contract, the Contractor shall provide core immunization services intended to improve the health of individuals and communities.	
<b>Primary Activity #1</b>	The Contractor shall implement immunization services within its jurisdiction.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall maintain inventory of all ACIP-recommended VFC vaccines available through the VFC program for the population served.</li> <li>2. The Contractor shall screen and vaccinate children eligible for VFC vaccine per ACIP recommendations.</li> <li>3. The Contractor shall maintain inventory of all ACIP-recommended Section 317 vaccines available through the Section 317 program for the population served.</li> <li>4. The Contractor shall screen and vaccinate persons eligible for Section 317 vaccine per ACIP recommendations.</li> <li>5. The Contractor shall maintain inventory of all ACIP-recommended private vaccines for the insured population served.</li> <li>6. The Contractor shall screen and vaccinate persons eligible for private vaccine per ACIP recommendations.</li> <li>7. The Contractor shall enter immunization data into CIIS within 14 days of vaccine administration.</li> <li>8. The Contractor shall review the county level Immunization Rates Report for the following information: <ol style="list-style-type: none"> <li>a. children 19-35 months of age no later than 30 days after distribution by CIB</li> <li>b. adolescents 13-17 years of age no later than 30 days after distribution by CIB</li> <li>c. compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB</li> </ol> </li> <li>9. The Contractor shall implement a minimum of one (1) evidence based strategy, such as CIIS reminder/recall, to reduce or eliminate coverage disparities by race, ethnicity and socio-economic status.</li> <li>10. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following: <ol style="list-style-type: none"> <li>a. consumers</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>b. healthcare providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ul> <p>11. The Contractor shall promote vaccine availability services by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> <li>a. consumers</li> <li>b. healthcare providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ul> <p>12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:</p> <ul style="list-style-type: none"> <li>a. The Contractor shall promote seasonal influenza vaccine with new organizations.</li> <li>b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations.</li> <li>c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations.</li> </ul> <p>13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</p> <p>14. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting requirement.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall follow up with schools who fail to report data.</li> <li>b. The Contractor shall follow up with CCCs who fail to report data.</li> </ul> <p>15. The Contractor shall support a network of VFC providers.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall perform ongoing recruitment of new VFC providers.</li> <li>b. The Contractor shall educate current VFC providers about the VFC program requirements.</li> </ul> <p>16. The Contractor shall perform duties as requested by the CIB related to identified immunization needs, and VPD and Hepatitis B case surveillance.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall promote disease prevention activities among populations experiencing homelessness and other at-risk populations to reduce Hepatitis A and other VPD risk.</li> </ul>
<b>Primary Activity #2</b>	The Contractor shall maintain staff immunization expertise.
<b>Sub-Activities #2</b>	<p>1. The Contractor shall participate in the monthly CIB Immunization Update call.</p> <p>2. If the monthly call is missed, the Contractor shall listen to the audio recording of the call provided by the CIB within 30 days.</p> <p>3. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>

**EXHIBIT G****Standards and Requirements**

1. The Contractor shall use the final results of the *CDC National Immunization Surveys; Child and Teen* and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates.
2. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the *CIIS Letter of Agreement* found within the online CIIS Resource Center located on the following website, <https://www.ciisresources.com>. The content of this website is incorporated and made part of this task order by reference.
3. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, <http://www.cdc.gov/vaccines/acip/index.html>. The content of this website is incorporated and made part of this task order by reference.
4. The Contractor shall promote compliance with school immunization rules within the *Colorado State Board of Health Rule 6 CCR 1009-2* located on the following website, <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=7698&fileName=6%20CCR%201009-2>. This document establishes immunization standards and is incorporated and made part of this task order by reference.
5. The Contractor shall create a login to access the school and childcare immunization data for their jurisdiction located on the following website, <https://www.colorado.gov/pacific/cdphe/school-and-child-care-immunization-data-reporting>. The content of this website is incorporated and made part of this task order by reference.
6. The Contractor shall maintain a signed VFC recertification agreement.
7. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB.
8. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB via email communication.
9. The Contractor shall use a minimum of one (1) evidence based strategy to eliminate coverage disparities by race, ethnicity and socio-economic status located on the following website, [www.thecommunityguide.org](http://www.thecommunityguide.org). The content of this website is incorporated and made part of this task order by reference.
10. The Contractor shall use deputization MOU guidance as provided by CIB via email communication.
11. Contractors that serve as a FQHC or a RHC do not require a deputization MOU.
12. CDPHE will provide programmatic technical assistance upon request.

**EXHIBIT G**

	<p>13. The Contractor shall complete an electronic quarterly progress report using the <i>FY20 Immunization Core Services Quarterly Progress Report</i>, via the following website, <a href="https://fs9.formsite.com/ColoradoIMMprogram/FY20Core-Progress-Report/index.html">https://fs9.formsite.com/ColoradoIMMprogram/FY20Core-Progress-Report/index.html</a>. The content of this website is incorporated and made part of this task order by reference.</p> <p>a. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable.</p> <p>14. The Contractor shall provide signed VFC recertification packet and agreements via the following website: <a href="https://fs9.formsite.com/ColoradoIMMprogram/6dttiug6dt/index.html">https://fs9.formsite.com/ColoradoIMMprogram/6dttiug6dt/index.html</a>. The content of this website is incorporated and made part of this task order by reference.</p> <p>15. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</p>										
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Immunizations are offered within the Contractor's jurisdiction.</li> <li>2. Immunizations are marketed within the Contractor's jurisdiction.</li> <li>3. Immunizations are administered within the Contractor's jurisdiction.</li> </ol>										
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Data contained in Immunization Rates Report</li> <li>2. Data contained in quarterly progress reports</li> </ol>										
<p><b>Deliverables</b></p>	<table border="1"> <thead> <tr> <th data-bbox="483 1129 1252 1167"></th><th data-bbox="1252 1129 1495 1167"><b>Completion Date</b></th></tr> </thead> <tbody> <tr> <td data-bbox="483 1167 1252 1360"> <ol style="list-style-type: none"> <li>1. The Contractor shall electronically submit signed VFC recertification packet and agreements.</li> </ol> </td><td data-bbox="1252 1167 1495 1360"> No later than 30 business days following the receipt of the recertification packet </td></tr> <tr> <td data-bbox="483 1360 1252 1587"> <ol style="list-style-type: none"> <li>2. The Contractor shall submit an electronic quarterly progress report using the <i>FY20 Immunization Core Services Quarterly Progress Report</i>.</li> </ol> </td><td data-bbox="1252 1360 1495 1587"> No later than 30 calendar days following the last calendar day of September, December, and March </td></tr> <tr> <td data-bbox="483 1587 1252 1688"> <ol style="list-style-type: none"> <li>3. The Contractor shall submit the final electronic quarterly progress report using the <i>FY20 Immunization Core Services Quarterly Progress Report</i>.</li> </ol> </td><td data-bbox="1252 1587 1495 1688"> No later than 07/15/2020 </td></tr> <tr> <td data-bbox="483 1688 1252 1810"> <ol style="list-style-type: none"> <li>4. The Contractor shall submit immunization data to CIIS.</li> </ol> </td><td data-bbox="1252 1688 1495 1810"> No later than 14 days following vaccine administration </td></tr> </tbody> </table>		<b>Completion Date</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall electronically submit signed VFC recertification packet and agreements.</li> </ol>	No later than 30 business days following the receipt of the recertification packet	<ol style="list-style-type: none"> <li>2. The Contractor shall submit an electronic quarterly progress report using the <i>FY20 Immunization Core Services Quarterly Progress Report</i>.</li> </ol>	No later than 30 calendar days following the last calendar day of September, December, and March	<ol style="list-style-type: none"> <li>3. The Contractor shall submit the final electronic quarterly progress report using the <i>FY20 Immunization Core Services Quarterly Progress Report</i>.</li> </ol>	No later than 07/15/2020	<ol style="list-style-type: none"> <li>4. The Contractor shall submit immunization data to CIIS.</li> </ol>	No later than 14 days following vaccine administration
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<ol style="list-style-type: none"> <li>4. The Contractor shall submit immunization data to CIIS.</li> </ol>	No later than 14 days following vaccine administration										

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**BUDGET**

To Original Contract Routing Number: 19 FHHA 108944  
Contract Amendment Routing Number: 2020\*110 Amendment #2

<b>Immunization Core Service Activities-San Miguel</b>	
<b>Federal (FY20)</b>	
Federal funds	\$3,765
<b>State (FY20)</b>	
Tobacco Tax funds	\$5,716
MSA funds	\$6,331
<b>TOTAL AMOUNT:</b>	<b>\$15,812</b>



Shipment Receipt

May 28, 2019

1ZX21W861395173491

## Where

### Ship From

San Miguel County, Carmen Warfield  
333 West Colorado Ave, 3rd Floor, TELLURIDE, CO  
81435  
carmenw@sanmiguelcountyco.gov, (970) 728-3844  
0

### Ship To

Colorado Dept of Public Health/Env, Deanna J.  
Butler  
4300 Cherry Creek Drive South, DCEED , DENVER,  
CO 80246

## What

### Package 1 - 1ZX21W861395173491

Weight	Dimensions	Reference	Declared Value
1 lbs	UPS Letter	Numbers	1.00 USD
		LPHA	

## Service Details - UPS Next Day Air Saver

Estimated Delivery Thursday May 30, 2019 , 3:00 PM

## Additional Options

Email Notifications: carmenw@sanmiguelcountyco.gov

## Payment

Bill Shipping Charges To: Shipper - X21W86 - San Miguel County

## Shipping Total

### Shipping Fees

Package 1	
UPS Next Day Air Saver	\$38.71
Fuel Surcharge	\$3.10

### Subtotals

Shipping Fees	\$41.81
Combined Charges	\$41.81
Contract Rate	\$6.38

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AGENDA ITEM - 4.h.

**TITLE:**

Ratification of Chair's signature on a Contract Routing #2020\*278, Waiver #154, with Colorado Department of Public Health and Environment of \$19,517 for the provision of Local Public Health Contract for Emergency Preparedness and Response.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To be presented.

**INTRODUCTION/BACKGROUND:**

See attached contract.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

**ATTACHMENTS:**

Description

OEPR Contract

Upload Date

5/30/2019

6/19/2019 Ratification

DEPARTMENT OF PUBLIC HEALTH AND  
ENVIRONMENT

CONTRACT  
ROUTING NO.

C T 2020\*278

---

APPROVED TASK ORDER CONTRACT - WAIVER #154

---

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00047.

STATE:

State of Colorado for the use & benefit of the  
Department of Public Health and Environment  
Office of Emergency Preparedness and Response  
4300 Cherry Creek South Drive  
Denver, Colorado 80246

CONTRACTOR:

Board of County Commissioners of San Miguel County  
(a political subdivision of the state of Colorado)  
333 West Colorado Avenue  
Telluride, Colorado 81435  
for the use and benefit of the  
San Miguel County Department of Health and Environment  
333 West Colorado Avenue  
Telluride, Colorado 81435-9999

CONTRACT MADE DATE: 5/1/2019

CONTRACTOR DUNS: 014856074

CONTRACTOR ENTITY TYPE:

Political Subdivision

TERM:

This contract shall be effective upon approval by  
the State Controller, or designee, or on 07/01/2019,  
whichever is later. The contract shall end on 06/30/2020.

BILLING STATEMENTS RECEIVED:

Monthly

STATUTORY AUTHORITY: Not Applicable

PROCUREMENT METHOD:

Exempt

CLASSIFICATION: Subrecipient

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

CONTRACT PRICE NOT TO EXCEED: \$19,517.00

FEDERAL FUNDING DOLLARS: \$19,517.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$19,517.00

STATE REPRESENTATIVE:

Melanie Simons

PHEP Grant Branch Manager

PRICE STRUCTURE:

Cost Reimbursement

Colorado Dept. of Public Health and Environment  
Office of Emergency Preparedness and Response  
4300 Cherry Creek South Drive  
Denver, Colorado 80246

CONTRACTOR REPRESENTATIVE:

June Nepsky  
San Miguel County Department of Health and  
Environment  
PO Box 949  
Telluride, Colorado 81435

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

Task Order CMS Number: 129559

Contract Routing Number: CT 2020\*278

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EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
- Exhibit D - Sample Option Letter

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**GENERAL PROVISIONS**

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not, commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

Contract Routing Number: CT 2020\*278

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

## CONTRACTOR

**Board of County Commissioners of San Miguel County  
(a political subdivision of the state of Colorado)  
for the use and benefit of the  
San Miguel County Department of Health and  
Environment**

## STATE OF COLORADO

Jared S. Polis, Governor

**Colorado Department of Public Health and  
Environment**

Jill Hunsaker Ryan, MPH  
Executive Director

### Political Subdivision

Kris Holstrom

Print Name of Authorized Individual

Chair

Print Title of Authorized Individual

*Brian Holcomb*  
Signature of Authorized Individual

Signature of Authorized Individual

5/29/2019

Date \_\_\_\_\_

By:

Lisa McGovern

Procurement and Contracts Section Director,  
CDPHE

Date \_\_\_\_\_

## PROGRAM APPROVAL

Colorado Department of Public Health and Environment

Melanie Simons

PHEP Grant Program Manager

By:

Signature of Authorized CDPHE Program Approver

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:

David Norris, Controller, CDPHE

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

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**ADDITIONAL PROVISIONS**  
**To Contract Dated 5/1/2019 - CMS Contract Routing Number CT 2020\*278**

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

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.069).
2. The United States Department of Health and Human Services ("HHS"), through the Center for Disease Control ("CDC") has awarded as of 07/01/2019 anticipated federal funds of \$10,368,137.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number CDC-RFA-TP19-1901, to perform the following— Public Health and Emergency Preparedness for the State of Colorado.

If the underlying Notice of Cooperative Agreement Award "NCAA" authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE STANDARD Reimbursement Invoice Form and is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> the form is incorporated and made part of this Contract by reference. The Invoice Form must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to: OEPR Fiscal Staff, [cdphe\\_eprfiscal@state.co.us](mailto:cdphe_eprfiscal@state.co.us)

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

4. Time Limit for Acceptance of Deliverables.

Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

Notice of Defect. If the State believes in good faith that a deliverable fail to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar



days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

8. Contracting Provisions

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before the expiration of the contract.

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contractor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Fiscal Provisions

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or \$187,000 per year.

## EXHIBIT A

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

### 2 CFR 200 Code of Federal Regulations

The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) and is incorporated and made part of this contract by reference.

### 10. Budget Line Definitions

The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of \$5,000.00 or more before purchasing. This requirement does not include personnel expenses.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-

## EXHIBIT A

hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via [www.emacweb.org](http://www.emacweb.org). Additional guidance can be found in the 2020-2025 HPP-PHEP Supplemental Guidelines.

12. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.
13. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:
  - A. name of the regional staff person leaving the position;
  - B. the date the vacancy will occur;
  - C. the estimated date when the vacancy will be filled and;
  - D. Name of replacement once filled.

CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK  
To Original Contract Routing Number CT 2020\*278

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

**I. Project Description:**

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state and local level. The aligned PHEP cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities.

**II. Definitions:**

1. AAR-After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. C-MIST-Communication, Maintaining Health, Independence, Services and Support, Transportation
5. CNS-Colorado Notification System
6. COOP-Continuity of Operations Plan
7. CO-SHARE-Colorado State Health and Readiness Exchange
8. CO.TRAIN-Colorado Training Finder Real-Time Affiliate Integrated Network
9. CPG-Capability Planning Guide
10. CVM-Colorado Volunteer Mobilizer
11. DHSEM-Division of Homeland Security and Emergency Management
12. DOC-Department Operations Center
13. EOP-Emergency Operations Plan
14. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
15. HAN-Health Alert Network
16. HCC-Healthcare Coalition
17. HVA-Hazards Vulnerability Assessment
18. ICS-Incident Command Structure
19. IMATS- Inventory Management and Tracking System
20. IP-Improvement Plan
21. LPHA-Local Public Health Agency
22. MCM-Medical Countermeasure
23. MYTEP-Multi-Year Training and Exercise Plan
24. NIMS-National Incident Management System
25. OEPR-Office of Emergency Preparedness and Response
26. POD-Point of Dispensing
27. PHEOP-Public Health Emergency Operations Plan
28. RTP-Regional Transfer Point
29. SNS-Strategic National Stockpile
30. TEPW-Training and Exercise Planning Workshop

**III. Work Plan:**

**Goal #1:** Increase capacity for preparedness, response and recovery in Colorado.

**Objective #1:** No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through planning.

**EXHIBIT B**

<b>Primary Activity #1</b>	The Contractor shall update their agency COOP (Continuity of Operations Plan) to meet the minimum federal requirements.
<b>Primary Activity #2</b>	The Contractor shall complete the 'Critical Workforce Group Tiers' spreadsheet.
<b>Primary Activity #3</b>	The Contractor shall develop or update their agency Volunteer Management Plan.
<b>Primary Activity #4</b>	The Contractor shall coordinate a minimum of two (2) county-level Pandemic Influenza planning meetings with relevant subject matter experts and community partners, including AFN representatives, to orient partners on the local/county pandemic plan.
<b>Primary Activity #5</b>	The Contractor shall participate in planning for the Coalition Surge Test (CST) as a core member of the HCC.
<b>Primary Activity #6</b>	The Contractor shall incorporate the OEPR Situational Awareness Tool into their PHEOP.
<b>Primary Activity #7</b>	The Contractor shall complete the 'Access and Functional Needs and Community Partners' report to identify current and desired engagement of community organizations who can provide relationships or support to their public's access and functional needs.
<b>Primary Activity #8</b>	The Contractor shall create a plan or integrate into existing plans AFN resources/practices and intentional community engagement into the 2021 Full Scale Exercise in its jurisdiction.
<b>Primary Activity #9</b>	The Contractor shall conduct one-to-one interviews or focus groups with at least three (3) stakeholders/community groups OR document action steps identified from community conversations in the last year to integrate jurisdictional access & functional needs in public health emergency plans and practices.
<b>Primary Activity #10</b>	The Contractor shall participate in the HCC HVA.
<b>Primary Activity #11</b>	The Contractor shall update their local community and responder Mass Prophylaxis/ Vaccination/POD Plans.
<b>Primary Activity #12</b>	The Contractor shall assist in the planning/responding to issues impacting high-risk populations such as people experiencing homelessness and/or substance use issues.
<b>Primary Activity #13</b>	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
<b>Primary Activity #14</b>	The Contractor shall participate in the development of a Regional ESF#8 Multi-Year Training and Exercise Plan that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
<b>Primary Activity #15</b>	The Contractor shall participate in the Regional Pandemic Influenza Tabletop Exercise with Regional Staff and the Readiness and Response Coordinator.

**EXHIBIT B**

<b>Primary Activity #16</b>	The Contractor shall attend the 2019 OEPR Annual Meeting.
<b>Objective #2:</b> No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through training.	
<b>Primary Activity #1</b>	The Contractor shall have a trained primary and back-up CVM administrator.
<b>Primary Activity #2</b>	The Contractor shall participate in a web-based training on the OEPR Situational Awareness Tool.
<b>Primary Activity #3</b>	The Contractor shall participate in a web-based training on completing the 'Critical Workforce Group Tiers' worksheet.
<b>Primary Activity #4</b>	The Contractor shall participate in a web-based training on 'Vaccination Planning for Critical Workforce Groups'.
<b>Objective #3:</b> No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
<b>Primary Activity #1</b>	The Contractor shall complete the Coalition Surge Test (CST) as a core member of the HCC.
<b>Primary Activity #2</b>	The Contractor shall participate in quarterly redundant communications (eg. 800MgHz radio) drills conducted by OEPR.
<b>Primary Activity #3</b>	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites (eg. PODs).
<b>Primary Activity #4</b>	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
<b>Primary Activity #5</b>	The Contractor shall participate in a minimum of two (2) IMATS SNS Resource Request Drills
<b>Primary Activity #6</b>	The Contractor shall create and send out two (2) mission drills utilizing the CVM
<b>Objective #4:</b> No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through additionally identified needs.	
<b>Primary Activity #1</b>	The Contractor shall complete the 2019-20 CPG Survey with input from all relevant partners in its jurisdiction.
<b>Primary Activity #2</b>	The Contractor shall retain trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems and support surge requirements in response to threats.

<b>Primary Activity #3</b>	The Contractor shall attend a minimum of one (1) Regional HCC or HCC Chapter meeting/per quarter.
<b>Primary Activity #4</b>	The Contractor shall update agency contact info twice/year in CO-SHARE.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall utilize the 'Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018' as guidance for all planning activities. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a></li> <li>2. The Contractor shall highlight or indicate areas of the COOP (Continuity of Operations Plan) that have been revised with the minimum federal requirements. These requirements are outlined in the PHEP NOFO COOP Requirements. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a></li> <li>3. CDPHE shall provide the 'Critical Workforce Group Tiers' worksheet template to contractor no later than 7/1/2019. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>4. The Contractor shall comply with the requirements stated in the "Allocating and Targeting Pandemic Influenza Vaccine during an Influenza Pandemic" when completing the 'Critical Workforce Group Tiers' worksheet. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>5. CDPHE will provide technical assistance and guidance from CDC on Planning Considerations for Vaccinating Critical Workforce Groups' as it relates to Pandemic Operational Readiness. This will include new guidance from CDC, "Implementing a Pandemic Influenza Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic". These documents will be incorporated upon release from CDC and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a></li> <li>6. The Contractor shall facilitate discussions with the Pandemic Planning group regarding non-pharmaceutical interventions, access and functional needs (AFN), vaccination of critical workforce, etc. The Contractor shall have the option of using a facilitation guide developed by CDPHE. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>7. The Contractor shall adhere to the following guidelines for the Pandemic Influenza planning meetings: create new pandemic planning group or work with existing group; include representation from diverse sectors such as immunization, epidemiology, emergency management, communication experts, schools, health care providers and hospitals, businesses, pharmacies, immunization staff etc.</li> </ol>

8. The Volunteer Management Plan must include: how LPHAs will manage walk-up volunteers, volunteer liability, licensure, Workman's Compensation, scope of practice, third party reimbursement issues, and documentation of ESAR-VHP compliant system if not using the Colorado Volunteer Mobilizer (CVM). CDPHE. CDPHE will provide Volunteer Plan guidance, including legal issues and managing spontaneous volunteers. This guidance is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
9. CDPHE will provide access to the Situational Awareness Tool via CO-SHARE by July 1, 2019. This tool will be incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
10. The Contractor shall integrate the Situational Awareness Tool into the Concept of Operations section of their Public Health Emergency Operations Plan (PHEOP) or Communications Annex to establish a mechanism to monitor situational awareness during emergent and non-emergent times.
11. CDPHE will provide an 'Access & Functional Needs (AFN) and Community Partners report' template for LPHAs by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
12. CDPHE will provide an optional 2021 Full-Scale Exercise Community Engagement plan template for LPHAs to develop activities to integrate more public participation and AFN resources/practices into the 2021 Public Health Full-Scale Exercise Plan by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
13. CDPHE will provide a C-MIST driven AFN Conversations Guidance document to support one-to-one interviews and focus groups by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
14. The Contractor shall provide a HCC Healthcare Vulnerability Assessment (HVA) tool to include information that supports the public health priority to diagnose and investigate health problems and health hazards in the community, ensuring that endemic disease and novel threats are included in the analysis. CDPHE will provide the HCC HVA tool/template by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
15. The Contractor shall support and/or facilitate efficient, coordinated public health activities during the planning for or the duration of a response to issues impacting high-risk population such as people experiencing homelessness and/or substance use issues.
16. The Regional ESF#8 MYTEP must include five years of training and exercises, the integration of the HPP Health Care Coalition Training and Exercise Plan, and the required elements as indicated on the template provided by CDPHE via CO-SHARE. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
17. The Contractor shall support the TEPW with their subject-matter expertise, and logistical support as requested.



	<ol style="list-style-type: none"> <li>18. CDPHE will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise by July 1, 2019 that each region may use as a base template provided via CO-SHARE. These documents are incorporated and made part of this contract by reference and is available on the following website <a href="https://sites.google.com/a/state.co.us/co-share/">https://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>19. The Contractor must participate in the Regional Pandemic Influenza Tabletop Exercise as a "Player" so as to properly represent LPHA decisions and actions during a simulated event.</li> <li>20. CVM administrators must have completed CVM Administrator training, signed the yearly confidentiality agreement and be recognized by OEPR as a CVM Administrator.</li> <li>21. CVM Administrator training will be offered quarterly by CDPHE.</li> <li>22. Contractors who have 10 employees or less may designate a regional staff member as their CVM Administrator backup. If a regional staff member is identified as the the back-up CVM Administrator, the regional staff member must provide written agreement to the CVM Coordinator.</li> <li>23. CDPHE will validate attendance of the specific Situational Awareness Tool training attendee in CO.TRAIN.</li> <li>24. CDPHE will conduct the 'Critical Workforce Group Tier Spreadsheet' training and validate contractor participation in CO.TRAIN.</li> <li>25. CDPHE will provide the 'Vaccination Planning for Critical Workforce Groups' webinar to include an overview of new CDC guidance on "Implementing a Panflu Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic".</li> <li>26. The Contractor shall comply with the requirements stated in the Health Care Coalition Surge Test when completing the Coalition Surge Test Exercise. This information is located on the Public Health Emergency government website <a href="https://www.phe.gov/Preparedness/planning/hpp/Pages/coalition-tool.aspx">https://www.phe.gov/Preparedness/planning/hpp/Pages/coalition-tool.aspx</a> and is incorporated and made a part of this contract by reference.</li> <li>27. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by OEPR.</li> <li>28. Redundant Communication Drills can include communication via 800MHz radios, cell phone, text and/or email.</li> <li>29. Tactical Communication Drills (radios) will focus on information sharing between the state and local department operations centers (DOC) and communication between the Receive, Store, Stage (RSS) site and Regional Transfer Point (RTP) and Local Transfer Points (LTP).</li> <li>30. Participation in redundant communication drills initiated by CDPHE will be verified by CDPHE (i.e. CNS generated reports, radio drill spreadsheets).</li> </ol>
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31. Drills conducted by the Contractor to local operational sites should be documented on the 'Communications Drill Reporting Spreadsheet' provided by CDPHE.
32. Local operational sites include the following: Department Operations Center (DOC); Open Point of Dispensing (POD); Closed POD; Regional Transfer Point (RTP); Local Transfer Point (LTP); and Healthcare Coalition (HCC) member agencies.
33. Drills conducted by the contractor can be notification, exercise or real event.
34. Contractor will include cdphe\_epr\_sit@state.co.us when conducting HAN notifications and drills.
35. CDPHE will initiate and document IMATS SNS Resource Request Drills.
36. The Contractor shall sign-up for the IMATS SNS Resource Request Drill electronically via CO.TRAIN.
37. The Contractor shall use a 213rr or other inventory form to conduct IMATS SNS Resource Request drills. Resource Request forms are incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
38. CDPHE will verify participation in IMATS SNS Resource Request drills by reviewing resource requests in IMATS.
39. CDPHE will conduct IMATS drills once/quarter.
40. CDPHE will provide a schedule for all OEPR drills by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
41. The Contractor shall complete the 2019-20 CPG Survey by using the CO-PHRCA (Colorado Public Health System Response Capacity Assessment).
42. The Contractor shall conduct the 2019-20 CO-PHRCA in a manner as identical as possible to the jurisdiction's CO-PHRCA in the previous grant year, or update the results from the previous grant year's CO-PHRCA.
43. CDPHE will provide results from the 2018-19 CO-PHRCA upon request.
44. The 2019-20 CPG Survey should be completed by soliciting input from the following partners (as applicable) Hospitals, Emergency Medical Services (EMS), Emergency Management, Behavioral Health, Home Health, Long-term Care/Assisted Living, Schools, Law Enforcement, Elected Officials, Non-Profit/Volunteer Organizations, Faith-Based Organizations, LPHA Laboratory Staff
45. CDPHE will provide guidance and tools for completing the 2019-20 CPG Survey, including access to the CO-PHRCA. This document is incorporated and made part of this contract by reference and is available on the following website:

<https://sites.google.com/a/state.co.us/co-share/>.

46. Primary disease case investigation responsibility (i.e., local or state public health agency) and suggested public health response timelines are outlined on the CDPHE Communicable Disease Manual website in the "*Disease-case investigation guidance*" document found at the link titled "Public Health Reportable Condition Investigation Guidance". This document and website are incorporated and made part of the scope of work by reference and is available on the following website:  
<https://www.colorado.gov/pacific/cdphe/communicable-disease-manual>.
47. The Contractor will ensure the development and submission to CO-SHARE of AAR/IPs for all Tabletop Exercises within 60 days of event conclusion.
48. Functional exercises, full scale exercises, and real event responses must be submitted within 120 days of event conclusion. All joint HPP and PHEP exercises, including MCM exercises, shall include a surge of patients into the health care system.
49. Accommodations for at-risk populations should be incorporated into all plans and exercises and any access or functional needs of at-risk populations that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency should be considered.
50. The Contractor shall maintain NIMS compliance and a current emergency preparedness response plan.
51. EPR Coordinators with less than two (2) years of Colorado OEPR experience must complete the "Public Health Emergency Preparedness and Response 101" online course at <https://www.train.org/colorado/course/1077760/compilation>. This site is incorporated and made part of this contract by reference.
52. The Contractor shall assure they have members trained in the following systems as applicable (eg. CO-SHARE, CO.TRAIN, CNS, CVM, eICS, EMResource, IMATS).
53. CDPHE will provide training on OEPR systems upon request.
54. The Contractor shall register on CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.
55. LPHA representation at 2019 OEPR Annual Meeting cannot be met by Regional Staff attendance.
56. The Contractor shall register in CO.TRAIN for trainings as requested by OEPR. This information is located at the following website <https://www.train.org/colorado> and is incorporated and made part of this contract by reference.
57. The Contractor shall assist regional staff to fulfill the requirements of the Statement of Work upon request of the regional staff.

**EXHIBIT B**

	58. The Contractor must update agency contact info twice/year at the following location in CoShare <a href="https://sites.google.com/a/state.co.us/co-share/home/lpha">https://sites.google.com/a/state.co.us/co-share/home/lpha</a> . This site is incorporated and made part of this contract by reference.	
<b>Expected Results of Activity(s)</b>	Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.	
<b>Measurement of Expected Results</b>	Review of plans and CPG data surveys	
<b>Deliverables</b>		<b>Completion Date</b>
	1. The Contractor shall submit their updated agency COOP electronically via CO-SHARE.	No later than 3/31/20
	2. The Contractor shall submit their county-level Critical Workforce Group Tiers worksheet electronically via CO-SHARE.	No later than 3/31/20
	3. The Contractor shall submit their Volunteer Management Plan electronically via CO-SHARE.	No later than 3/31/20
	4. The Contractor shall submit notes/attendance roster from a minimum of one (1) HCC Coalition Surge Test (CST) planning meeting electronically via CO-SHARE.	No later than 3/31/20
	5. The Contractor will submit an updated PHEOP electronically via CO-SHARE.	No later than 3/31/20
	6. The Contractor shall submit an 'Access & Functional Needs and Community Partners' report electronically via CO-SHARE.	No later than 12/31 19
	7. The Contractor shall submit a 'Community Engagement and AFN Integration Plan' for the 2021 FSE electronically via CO-SHARE.	No later than 6/15/20
	8. The Contractor shall submit at least one collaboration activity identified with community partners to better integrate Access & Functional Needs into public health emergency plans or practices electronically via CO-SHARE.	No later than 6/15/20
	9. The Contractor shall indicate names of staff participating in the Regional HCC HVA electronically via CO-SHARE.	No later than 6/15/20
	10. The Contractor shall submit an updated community and responder Mass Prophylaxis/Vaccination/POD electronically via CO-SHARE.	No later than 3/31/20
	11. The Contractor shall submit any planning documentation, incident action plans or ICS org charts regarding any Hep A related response or planning initiative electronically via COSHARE.	No Later Than 6/15/20
	12. The Contractor shall indicate names of the individuals assisting with the Regional ESF#8 MYTEP Development electronically via CO-SHARE.	No later than 12/31/19
	13. The Contractor shall indicate the names of individuals attending the Regional ESF#8 Training and Exercise Planning Workshop electronically via CO-SHARE.	No later than 12/31/19
	14. The Contractor shall indicate electronically the names of the individuals participating in the Regional Pandemic Influenza Tabletop Exercise electronically via CO-SHARE.	No later than 6/15/20

**EXHIBIT B**

	15. The Contractor shall indicate electronically the names of individual attending the 2019 OEPR Annual Meeting electronically via CO-SHARE.	No later than 12/31/19
	16. The Contractor shall submit minutes, agendas and roster for meetings regarding pandemic influenza planning electronically via CO-SHARE.	No later than 6/15/20
	17. The Contractor shall submit copies of CVM administrator training certificates for primary and back up administrators electronically via CO-SHARE.	No later than 3/31/20
	18. The Contractor shall document the name of the 2019 OEPR Annual Meeting attendee electronically via CO-SHARE.	No later than 12/31/20
	19. The Contractor shall indicate names of individuals participating in the Critical Workforce Group Vaccination Planning webinar electronically via CO-SHARE.	No later than 3/31/2020
	20. The Contractor shall indicate names of individuals participating in the Critical Workforce Group-Tiers Spreadsheet webinar electronically via CO-SHARE.	No later than 9/30/19
	21. The Contractor shall submit documentation of participation of in the HCC Coalition Surge Test (CST) electronically via CO-SHARE.	No later than 6/15/20
	22. The Contractor shall submit agency-initiated drill report information in the Communications Drill Report form electronically via CO-SHARE.	No later than 6/15/20
	23. The Contractor shall indicate completion of IMATS drill electronically via CO-SHARE.	No later than 6/15/20
	24. The Contract shall submit report of CVM drills conducted electronically via CO-SHARE.	No later than 6/15/20
	25. The Contractor shall submit their responses to the CPG Survey online through the 2019-20 CO-PHRCA (Colorado Public Health System Response Capacity Assessment).	No later than June 15, 2020
	26. The Contractor shall document electronically via CO-SHARE attendance at regional HCC meetings.	No later than June 15, 2020
	27. The Contractor shall update contact info in CO-SHARE	No later than February 29 and June 15, 2020

**IV. Monitoring:**

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

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within thirty (30) calendar days of discovery of a compliance issue. Within ten (10) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

## Budget

To Original Task Order Routing Number CT 2020\*278

Contractor Name	San Miguel County	VC#		Encumbrance Number	
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Expenditure Categories		Budget Totals
Personal Services		Contract Budget
Position Title	Description of Work	
ERP Coordinator	Performs duties and Responsibilities per 2019-2020 contract work plan	\$13,300.00
Public Health Director		\$1,900.00
	Provide support and supervision on delivery of contract goals and objectives	
Nurse	point of dispensing assistance & ICS training	\$500.00
Total Personal Services		\$15,700.00
Supplies & Operating Expenses		Contract Budget
Item	Description of Work	
Cell Phone x2	Allows for communication 24/7 in event of public health emergency at \$50.00/month	\$1,200.00
Total Supplies		\$1,200.00
Travel		Contract Budget
Item	Description of Work	
Travel, Mileage, Meals	Travel for Coordinator and Director for meetings	\$1,047
Total Travel		\$1,047.00
Contractual (payments to third parties or entities)		Contract Budget
Item	Subcontractor Entity Name and/or Description of Item	
Total Contractual		\$0.00
SUB-TOTAL BEFORE INDIRECT		\$17,947.00
Indirect		Original Budget
Item	Description of Item	
Indirect cost rate	10% de minimus of personnel only	\$1,570
Total Indirect		\$1,570
TOTAL		\$19,517

## EXHIBIT D

OPTION LETTER #: [Click here to enter text.](#)

State Agency : <b>Colorado Department Of Public Health and Environment</b> <b>4300 Cherry Creek Dr S</b> <b>Denver, CO 80246</b>				Original Contract # <b>CT 2020*278</b>		
Contractor (Name and Address) <b>Board of County Commissioners of San Miguel County</b> <b>(a political subdivision of the state of Colorado)</b> <b>333 West Colorado Avenue</b> <b>Telluride, Colorado 81435</b> <b>for the use and benefit of the</b> <b>San Miguel County Department of Health and Environment</b> <b>333 West Colorado Avenue</b> <b>Telluride, Colorado 81435-9999</b>				Option Contract Number <a href="#">Click here to enter text.</a>		
Contract Performance Beginning Date : <a href="#">Click here to enter a date.</a>				Current Contract Expiration Date : <a href="#">Click here to enter a date.</a>		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
Current Contract Maximum Amount (YTD)						\$

## 1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract

## 2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) [Click here to enter text.](#) of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning [Click here to enter a date.](#) and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) [Click here to enter text.](#) of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: [Click here to enter text.](#)
- C. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

## 3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or [Click here to enter a date.](#) whichever is later.

EXHIBIT D

<p align="center"><b>PROGRAM APPROVAL</b></p> <p>By: _____</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b>  Jared S. Polis, Governor  Department of Public Health and Environment  Jill Hunsaker Ryan MPH, Executive Director</p> <hr/> <p>By: Lisa McGovern, Purchasing &amp; Contracts Section  Director, CDPHE</p> <p>Date: _____</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

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

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

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





**Contract (Original or Amendment)  
Acceptance Instructions  
For  
Local Public Health Agencies (LPHAs)**

**1. Contract Document**

**Print:** Please print two (2) copies of the PDF contract document attached to this email. Recommend double-sided printing.

**2. Obtain Signatures**

**Signatures:** the signature authority for the organization must sign the two (2) contract documents. Original signatures are required. Please use blue ink.

Accepted signature authorities for agencies are as follows:

- ☐ **Institutions of Higher Education (IHE):** President, Chancellor, State Controller, Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Agencies :** Individuals with final executive authority for an Agency (regardless of title), Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Government:** Individual given actual authority based on governmental resolution.
  - **Counties** – Board of County Commissioners Chairperson or Executive Director
  - **County or District Board of Health** – Board of Health President or Executive Director
  - **County or District Board of Social Services** – Board of Social Services Chairperson
  - **Cities and Towns** – Mayor
  - **Cities and Towns** – City Manager (if city manager structure)
  - **School District** – School District Superintendent

Signature of an individual with a position title that is not listed on the accepted signature authority list requires additional supporting documentation\*.

**3. Supporting Documentation**

**\*Proof of Signing Authority (If applicable):** A signature authority letter or other regulatory document (resolution, charter, ordinance, etc) confirming the individual signing the contract is authorized to enter into contracts on behalf of the organization. The signatory on the signature authority letter must possess a title listed on the accepted signature authority list by entity. (Attached Sample Non-Profit Signature Authorization Letter, customize according to entity type).

#### 4. Submission

**Return:** the two (2) original signed contract documents, and proof of signing authority (if applicable).

All contract documents should be submitted by: mail, courier service, delivery service such as FedEx or UPS, or hand delivered to the CDPHE Mailroom, to the address below, between the hours of 8:00am - 5:00pm, Monday through Friday. Delivery attempts outside the delivery times will not be accepted.

Colorado Department of Public Health & Environment  
Division Address 4300 Cherry Creek South Drive, Denver, CO 80246  
Attention: OEPR-Amber Feldman  
4300 Cherry Creek Drive South  
Denver, CO 80246-1520

#### 5. Contract review and approval

CDPHE will provide notification of the date work can begin under the contract. Work is not authorized to begin until the contract is fully executed (signed by all parties). An original fully executed contract will be mailed.

## Signature Authority Letter

(Insert name of entity) exists as a non-profit corporate entity and as such does not have a President or Vice-President, but instead is governed by a Board of Directors. In addition, (insert name of entity) operates under the leadership of (insert name of individual signing the contract), our Chief Operating Officer (COO). (Insert name of individual signing the contract) has the authority to sign contracts on behalf of (insert name of entity) which are binding

---

Signature

---

Print Name

---

Title

---

Date

**SAMPLE**  
**customize and print on**  
**organizational letterhead**



Shipment Receipt

May 28, 2019

1ZX21W861392432984

## Where

### Ship From

San Miguel County, Carmen Warfield  
333 West Colorado Ave, 3rd Floor, TELLURIDE, CO  
81435  
carmenw@sanmiguelcountyco.gov, (970) 728-3844  
0

### Ship To

Colorado Dept of Public Health/Env, OEPR-Amber  
Feldman  
4300 Cherry Creek Drive South, DENVER, CO 80246

## What

### Package 1 - 1ZX21W861392432984

Weight	Dimensions	Reference	Declared Value
1 lbs	UPS Letter	Numbers OEPR Contract	1.00 USD

## Service Details - UPS Next Day Air Saver

Estimated Delivery Thursday May 30, 2019 , 3:00 PM

## Additional Options

Email Notifications: carmenw@sanmiguelcountyco.gov

## Payment

Bill Shipping Charges To: Shipper - X21W86 - San Miguel County

## Shipping Total

### Shipping Fees

Package 1	
UPS Next Day Air Saver	\$38.71
Fuel Surcharge	\$3.10

### Subtotals

Shipping Fees	\$41.81
Combined Charges	\$41.81
Contract Rate	\$6.38

Transportation Charges: for services listed as guaranteed, refunds apply to transportation charges only. See Terms and Conditions in the Service Guide for details. Certain commodities and high value shipments may require additional transit time for customs clearance.

Rate includes a fuel Surcharge, but excludes taxes, duties and other charges that may apply to the shipment.  
Your invoice may vary from the displayed reference rates

Note: This document is not an invoice.

All shipments are subject to the UPS Tariff/Terms and Conditions of Service ("UPS terms") in effect on the date of shipment, which are available at [www.ups.com/terms](http://www.ups.com/terms). Pursuant to the UPS Terms, UPS's maximum liability for loss or damage to each domestic package or international shipment is limited to \$100, unless the shipper declares a greater value in the declared value field of the UPS shipping system used and pays the applicable charge (in which case UPS's maximum liability is the declared value). Special terms apply to some services and articles. Please review the UPS Terms for liability limits, exclusions from liability, maximum declared values, prohibited items, and other important terms of service. The shipper agrees that in the absence of a greater declared value, \$100 value is a reasonable limitation under the circumstances of the transportation. Claims not timely made (generally noticed within sixty days and filed within nine months, but filed within sixty days for international shipments) are deemed waived and will not be paid. See the UPS Terms for details. Under no circumstances will UPS be liable for any special, incidental, or consequential damages.





AGENDA ITEM - 4.i.

**TITLE:**

Acceptance of April 2019 Road Report.

**Presented by:**

**Time needed:**

**PREPARED BY:**

Ryan Righetti

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

April 2019 Road Report

Upload Date

6/3/2019



## ROAD & BRIDGE DEPARTMENT

RYAN RIGHETTI, ROAD SUPERINTENDENT

### Road Report April 2019

#### Deep Creek District 1:

Crews continued to remove snow on roads in the east end. With the warmer days and weather, rocks removal was performed daily on the majority of the roads in the District. The snow blower was delivered to the Deep Creek Shop. MacDonald Equipment sent representatives to go over the machine and train crews on its operation and maintenance. Crews used the new blower to remove snow from the non-winter maintained portion of CR 58P. Snow berms were pushed back on all roads to prepare for spring melt. Rock work was done around the bridge on CR 57P to prevent damage and flooding. Mudslide and flood damage work was performed on CR's 57P, 63J and 56L. Potholes were repaired on CR's T60, 63L, TR1-21, 60M, 57P, 56V and in the Placerville area. Road grading was performed on 57P, 56L, 60M, T60, 56V and D65. Plow wings were removed from the graders. Equipment was prepared for summer use. Equipment maintenance and repairs were performed as needed. Safety meetings were performed to discuss daily hazards in the workplace.

#### Norwood District 2:

Crews were dispatched to plow several times in the beginning of the month. Then equipment was readied for spring and summer projects. Road grading began on CR's W44, AA42, 44ZS, 31U, 44.5ZN, 43.5AA, 43ZN, V44E, V44W, 46X, X45, L40, AA40, 41AA, 42.5ZN, 41.5Y, Y43, 43ZS, W46 and in the Fitt's Subdivision. Potholes were repaired at the entrance to the dump. Dust control preparation was performed on the roads to be treated in May. Cracks were sealed on CR's H1, 63L, U29 and 31U. Road base was hauled to CR 44ZS. Crews worked around the shop building new sign stands, setting up the new hydraulic hose repair station and backfilling around the new storage building. Crews performed equipment and vehicle maintenance and repairs as needed to prepare for summer projects.

#### Basin and Egnar Districts 3 and 4:

Crews repaired and replaced several culverts on CR U29W. Several culverts were rusted out and close to failure. Gravel was hauled to stabilize the road surface around the culverts. Crews worked on removing rocks and repairing washouts on CR 20R. Ditches and culverts were cleaned as needed in areas where spring storms caused damage. Washouts were repaired on CR 16Z. Spot grading was performed on several of the other roads in both District's 3 and 4. Crack seal and potholes were repaired on paved roads in both District's 3 and 4. Surface preparation was done to CR's U29E and 31U for dust control treatment. Sign repair, delineator post installation and reflectors were done on CR U29W. Crews performed vehicle and equipment maintenance and repairs as needed in both District's 3 and 4.

Road and Bridge crews were busy as snow continued to fall on many of the roads throughout the County. Warmer weather and snowmelt kept crews working between storms as many of the streams and roadside ditches were running strong. Several areas washed out and drainage ditches needed to be re-established. Mud and rocks have been sliding onto the roads. Hillsides have become unstable as warmer temps and warmer precipitation continues to fall. Crews will continue to work throughout the spring responding to issues and making repairs as needed.

With the continued snowfall at higher elevations, the risk of avalanches continues. If the weather remains the same, it could impact the schedule of opening the high country passes. We will know more as the season approaches.

Gas well work is resuming on the west end of the County. Road and Bridge issued a hauling and use permit for several roads in the Basin area. We will continue to monitor the impacts on the road surfaces as this work gets going this spring and summer.

Tri-State is working on plans to resume work on the power line replacement project across the west end of the County. Inspection of the roads they will be using for construction activity and access shows that they held up well during the winter months. This project is expected to be completed this fall. Tri-State has done a good job maintaining the roads consistent with the conditions of the permit.

Ski Ranches HOA is planning on installing an irrigation line along the Vance Creek entrance to the subdivision. Road and Bridge met with the HOA and discussed locations and conditions that will be included on the permit for the installation.

Road and Bridge received bids for summer gravel crushing. Initial bids were slightly higher than expected. The bid was awarded to Western Gravel out of Montrose.

Plans and details regarding the CMAQ Project on CR K69 continued. Road and Bridge will be looking to get started on the design phase soon. We will be sending out requests for design and planning to several engineering firms. After discussion with CDOT, SMC can pay for the design phase separately. This is expected to help reduce overall costs and expedite the schedule for the paving project.

Norwood Fire Department requested assistance on purchasing fuel from Road and Bridge to help reduce overhead costs for their department. Due to State permitting and exemption laws, Road and Bridge was unable to help in that aspect. However, an agreement was reached to allow them to place a tank at our Road and Bridge facility. The tank size and location will not require any additional permits or plans and will allow the Norwood Fire Department to purchase bulk fuel and store it in a safe area. Norwood Fire expects the new site to save them several thousand dollars annually.

Road and Bridge also worked out final details to assist BLM with replacement of a guardrail at the Beaver Creek recreation area. BLM reached out for assistance after damage occurred this winter to the guardrail along the access road to the recreation site. Road and Bridge figured replacement and reimbursement costs that would be required for SMC to perform the repairs. Due to the timing of the project and the recreation season rapidly approaching, BLM was concerned they would not be able to make the repairs before the season started and traffic in the



area increased. Road and bridge has plans to perform the work as soon as conditions and weather allows.



AGENDA ITEM - 4.j.

**TITLE:**

Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Molly Tomlonovic Norton and Casey Norton, Lot 18, Two Rivers Subdivision.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached document.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Norton Deed Restriction

Upload Date

6/4/2019

**AMENDED AND RESTATED  
DEED RESTRICTION AND COVENANT  
Lot 18, Two Rivers Subdivision**

**THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("Covenant")** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and among the following persons and parties:

1. The County of San Miguel, State of Colorado acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County**");
2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County Housing Authority**");
3. Molly Tomlonovic Norton and Casey Norton, (individually or collectively, "**Subject Property Owner**"), whose current mailing address is as follows: 907 Two Rivers Dr. or P.O. Box 1002, Telluride, Colorado 81435.

The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a "**Party**" and sometimes collectively as the "**Parties**." The Parties hereby agree as follows:

**RECITALS**

The Parties acknowledge and agree to the following Recitals and further agree that each Recital: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

A. This Covenant is intended to help preserve a sufficient supply of Deed Restricted Property to meet the needs of locally employed residents of the Telluride R-1 School District while allowing customary free-market (unrestricted) practices to influence the sale and rental of Deed Restricted Property as much as possible.

B. The Subject Property Owner is the current, fee simple owner of Lot 18 pursuant to the Subdivision Governing Documents, San Miguel County, Colorado ("**Subject Property**").

C. The County granted its approval for the Subdivision within which the Subject Property is included, which approvals include the County PUD/Subdivision Approvals and other relevant approvals ("**County Approvals**"). The Subject Property is located within the Subdivision.

D. Through the implementation of the County Approvals, certain covenants were placed on the Subject Property, including the Original Plat Note. The Original Plat Note was intended to govern certain aspects of the ownership, use and occupancy of the Subject Property by requiring all such ownership, use and occupancy to comply with certain provisions of the San Miguel County Land Use Code, specifically the guidelines, rules and regulations contained in LUC Section 5-1305.

E. In addition to LUC Section 5-1305, which is referenced in the Original Plat Note, LUC Section 5-1306 also applies to the Subject Property and governs certain specific aspects of the ownership, use and occupancy of the Subject Property.

F. For purposes of simplicity and use in this Covenant, the Parties agree that for definitional purposes, the Original Plat Note, LUC Section 5-1305, LUC Section 5-1306 and any other related

documents, instruments or agreements restricting ownership, use and occupancy of the Subject Property, if any, are collectively referred to herein as the “**Original Deed Restriction.**”

G. The Original Deed Restriction continues to encumber the Subject Property and constitutes a covenant and restriction burdening the Subject Property and running with title to Subject Property.

H. The Parties intend that the purpose of this Covenant is to: (a) terminate and extinguish the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement; and (b) substitute the terms, conditions and restrictions contained in this Covenant for the terms, conditions and restrictions contained in the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement, which shall continue to be effective pursuant to its original terms and conditions. This Covenant, upon its execution by the Parties and recording in the public records of the San Miguel County Clerk and Recorder, shall hereafter govern certain of the terms and conditions of ownership, use and occupancy of the Subject Property by the Subject Property Owner, and the Subject Property Owner’s heirs, successors and assigns as addressed herein.

I. For the purposes set forth above and herein, the Subject Property Owner, the Subject Property Owner’s heirs, successors and assigns, and all persons acquiring an interest in the Subject Property, whether or not it shall be so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Subject Property, to hold their interest(s) subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with title to the Subject Property for the specified duration of the Covenant.

J. The Parties recognize and agree that the Subject Property may be included in one or more common interest ownership communities, each of which is governed by a Homeowners’ or Condominium Owners Association, and that the Homeowners’ or Condominium Owners Association has promulgated certain governing documents, including, without limitation, the Subdivision Governing Documents, that may further affect the use of the Subject Property. Nothing herein is intended to alter or diminish the respective duties and obligations of the Subject Property Owner to comply with any terms and conditions of such Subdivision Governing Documents that may be more restrictive than the terms and conditions of this Covenant.

K. Capitalized terms shall have the meanings set forth in Section 11 of this Covenant if not otherwise defined herein.

### **COVENANT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

#### **Section 1. Deed Restriction.**

##### **1.1. Termination of Original Deed Restriction.**

**1.1.1.** Except as provided for below, all components of the Original Deed Restriction: (a) are each hereby forever terminated, extinguished and vacated and will no longer be considered a covenant or restriction burdening the Subject Property or binding the Subject Property Owner; (b) shall no longer have any force, effect, or legal significance with respect to the ownership, use and occupancy of the Subject Property; and (c) is replaced by this Covenant.

**1.1.2.** The foregoing provisions of Section 1.1.1 notwithstanding, the Parties intend that any Option to Purchase or Co-Borrower Agreement recorded before the Effective Date shall not be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant and that the Option to Purchase will continue to apply to and affect the Subject Property in accordance with the terms and conditions stated in the Option to Purchase.

**1.1.3.** The foregoing provisions of Section 1.1.1 notwithstanding, the Parties further intend that: (a) no substantive rights of a Lender, if any existed under the Original Deed Restriction, are intended to be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant; (b) no consent by the Lender is required by the County or is being obtained in connection with the execution of this Covenant; and (c) should a Lender at any time during the Term determine that Lender's consent was required for this Covenant and the failure to obtain such Lender consent was determined to be an event of default under the documents evidencing the Secured Obligation, the Parties intend that this Covenant shall be terminated and extinguished from the Subject Property and that the Original Deed Restriction shall automatically apply to and become a covenant against the Subject Property until such time as Lender executes and delivers its consent to this Covenant. The Parties agree to cooperate and assist each other in executing any document necessary to evidence the reversion of the Covenant in the event of an objection by Lender.

**1.2. Establishment of the Covenant.**

**1.2.1.** As of the Effective Date, the terms and conditions of this Covenant shall completely and conclusively govern the ownership, use and occupancy of the Subject Property relative to the subject matter herein.

**1.2.2.** No subsequent changes that may be made to the Original Plat Note, or to LUC Sections 5-1305 or 5-1306 will have any affect or impact to this Covenant, including the ownership, use and occupancy of the Subject Property.

**1.2.3.** The Subject Property Owner shall not permit any ownership, use or occupancy of the Subject Property except in compliance with this Covenant.

**1.2.4.** The terms and conditions of this Covenant reflect the complete and entire understanding of the Parties with respect to the matters addressed herein and no other documents, laws, regulations, guidelines and the like shall be applied against Subject Property Owner in connection with its use of the Subject Property that purport to modify or amend the terms and conditions of this Covenant.

**1.3. Term.** The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until May 18, 2042 ("**Expiration Date**"). At the option of the County, the duration of this Covenant may be extended after the Expiration Date for an additional period of fifty (50) years after public hearing and comment on the proposed extension. Any other amendment must be agreed to in writing by all Parties as provided for in this Covenant.

**1.4. Administration and Enforcement.** This Covenant shall be administered by the County or its designee ("**Administrator**"). This Covenant shall be enforceable by the County by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Subject Property Owners or Occupants, or such other remedies and penalties as may be specified in this Covenant.

**1.5. Termination.** This Covenant shall not terminate except upon the occurrence of any one of the following events, at which time this Covenant shall be deemed to have automatically expired and either Party may, but need not, record a termination statement evidencing the termination:

**1.5.1. Expiration.** Expiration of the Term of this Covenant as set forth in Section 1.3.

**1.5.2. Foreclosure.** If an Option to Purchase has been executed and recorded, this Covenant may terminate in the manner provided for in the Option to Purchase.

**1.5.3. By the County.** The County expressly reserves the right to terminate this Covenant, including but not limited to the right to vacate and extinguish the effect of the terms, conditions, covenants and restrictions as it relates to the Subject Property by recording a "Termination of Amended and Restated Deed Restriction Covenant" in the Official Records executed by all of the then Subject Property Owners of the Subject Property and by the County.

**1.6. Limitation on Amendments to Covenant.**

**1.6.1.** This Covenant shall not be amended or modified without the prior, written consent of the Subject Property Owner and the County, in their respective, sole and exclusive discretion. Any proposed modification to this Covenant shall be first referred to all applicable Association's governing the Subject Property and the Association(s) shall be given a reasonable opportunity to review and comment on the proposed amendment prior to its execution.

**1.6.2.** Nothing herein shall preclude the County from amending LUC Sections 5-1305 and 5-1306 from time to time, provided that no such amendments to LUC Sections 5-1305 and 5-1306 shall apply to or otherwise affect the use, ownership or occupancy of the Subject Property unless this Covenant is amended in writing to incorporate such amendments as agreed to by the Subject Property Owner and the County.

**1.7. Subject to Market Forces.** Except as specifically stated in this Covenant, resale of the Subject Property is subject to normal market forces. Nothing herein shall be construed to constitute a representation or guarantee by the County that on resale the Subject Property Owner shall obtain any profit, or return on investment. The Subject Property Owner hereby recognizes, acknowledges and understands that neither the County nor the Administrator is required or obligated in any manner to aid the Subject Property Owner in receiving any particular resale price. The Subject Property Owner further recognizes, acknowledges and understands that depending on market conditions at the time of resale, the Subject Property Owner may incur a loss upon resale of the Subject Property.

**1.8. Price Appreciation Caps.** The County will not enter into any agreement with the Subject Property Owner that imposes a Price Appreciation Cap on the Subject Property, unless the applicable Association(s) expressly agrees to such Price Appreciation Cap in writing. This provision does not preclude San Miguel County, as an owner, from negotiating a profit sharing requirement or any other mechanism to recoup its expenditure of funds during the resale of the Affordable Housing unit.

**Section 2. Purchasing the Subject Property.**

**2.1. Limitation on Purchase.** Purchase of the Subject Property is limited to Qualified Purchasers and their Spouses. Although a Spouse of a Qualified Purchaser may take title to the Subject Property, a Spouse of a Qualified Purchaser is not a Qualified Purchaser unless he or she becomes an Ownership Applicant and independently receives approval as a Qualified Purchaser. The Administrator shall approve an Ownership Applicant as a Qualified Purchaser if the Ownership Applicant satisfies: (1) the Current Local Employee Standard; (2) the Retired or Disabled Local Employee Standard; or (3) the

Alternative Standard. The Ownership Applicant must submit documentation sufficient for the Administrator to verify that he or she meets the applicable standard.

**2.1.1. Current Local Employee Standard.** The Ownership Applicant: (a) has maintained his or her Primary Residence within the Four County Region for at least eight of the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application; (b) has earned Qualifying Income for at least 1032 hours of the twelve months immediately preceding the date that the Administrator receives his or her Purchase Application, and is currently earning Qualifying Income; and (c) for the particular eight to twelve months that establish the Ownership Applicant's residency under Section 2.1.1(a) above, the Ownership Applicant's Household Non-Qualifying Income calculated during that period does not exceed the Ownership Applicant's Household Qualifying Income.

**2.1.2. Retired or Disabled Local Employee Standard.** The Ownership Applicant is Retired or is Disabled, and for at least five of the eight years immediately preceding the date that the Administrator receives their Purchase Application, the Ownership Applicant: (1) has maintained his or her Primary Residence within the Four County Region for at least eight months of each applicable year; (2) was earning Qualifying Income for at least 1032 hours of each applicable year; and (3) for each applicable year, the Ownership Applicant's Household Non-Qualifying Income did not exceed the Ownership Applicant's Household Qualifying Income.

**2.1.3. Alternative Standard.** For each of the three years immediately preceding the date that the Administrator receives their Purchase Application: (1) the Ownership Applicant has maintained his or her Primary Residence within the Telluride R-1 School District for at least eight months of each year; (2) the sum of the Ownership Applicant's Household Qualifying Income and Household Non-Qualifying Income does not exceed 100% AMI for the applicable household size; and (3) the Ownership Applicant's Total Household Assets amount to no more than two times the Contract Price of the Subject Property.

**2.2. Public Sector Employment.** An Ownership Applicant seeking approval as a Qualified Purchaser pursuant to the Current Local Employee Standard, and hired by a Public Sector Employer may not be required to meet the employment-term requirement, subject to the approval of the County.

**2.3. Co-Borrower.** A person who does not meet the requirements for approval as a Qualified Purchaser, but who is necessary as a co-borrower in order for an Ownership Applicant to obtain financing, may be listed on title to the Subject Property provided that: (1) the Ownership Applicant provides the Administrator with a letter from the Lender stating the co-borrower's name and relationship to the Ownership Applicant, and that the co-borrower is necessary and must be listed on title in order for the Ownership Applicant to obtaining financing to purchase the Subject Property; and (2) the Ownership Applicant and the co-borrower enter into a Co-Borrower Agreement providing that, in the event the co-borrower takes full title to the Subject Property for any reason, the co-borrower shall notify the Administrator immediately, and shall either sell the Subject Property to a Qualified Purchaser or otherwise comply with the terms of this Covenant within one year of the date that the co-borrower takes full title.

### **Section 3. Renting the Subject Property.**

**3.1. Subject Property Owner Approval to Rent.** The Subject Property Owner may not rent or lease the Subject Property, or any portion of the Subject Property, for any amount of time, without written approval from the Administrator, which approval shall be in accordance with the terms of this Section 3. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence and will share occupancy with the Qualified Tenant(s) then the Administrator shall issue a

written approval to the Subject Property Owner to rent the Subject Property within five business days after the Subject Property Owner notifies the Administrator of the Subject Property Owner's intent to rent the Subject Property. If the Subject Property Owner does not intend to occupy the Subject Property as his or her Primary Residence then the Subject Property Owner must comply with any other requirements pursuant to this Covenant prior to receiving an approval to rent from the Administrator. An approval to rent operates only to allow the Subject Property Owner to offer the Subject Property for rent. All potential Occupants must submit a Rental Application and receive approval as a Qualified Tenant prior to occupying the Subject Property.

**3.2. Rental Regulations.** Any advertisement to rent the Subject Property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The Subject Property Owner shall provide the Administrator with a fully executed copy of the lease or other occupancy agreement no later than ten business days after it is fully executed. The Subject Property Owner may not lease the Subject Property for a term of less than thirty days.

**3.3. Limitation on Rental Occupants.** Occupancy of the Subject Property pursuant to a lease, rental, or other occupancy agreement, is limited to Qualified Tenants. The Administrator shall approve a Rental Applicant as a Qualified Tenant if the Rental Applicant: (1) is earning Qualifying Income for an average of at least thirty hours per week, or (2) demonstrates an intent to earn Qualifying Income for an average of at least thirty hours per week. The Rental Applicant must submit documentation sufficient to verify compliance with the requirements for approval as a Qualified Tenant.

**3.4. No County Liability.** Nothing herein requires, or shall be construed to require the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, to protect or indemnify the Subject Property Owner against any loss attributable to rental, including but not limited to non-payment of rent or damage to the Subject Property; nor shall the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, be responsible for locating a Qualified Tenant to occupy the Subject Property in the event that the Subject Property Owner is unable to find a Qualified Tenant, or if a Qualified Tenant fails to occupy the Subject Property for the entire term of the lease.

#### **Section 4. Selling the Subject Property.**

**4.1. Listing the Subject Property.** In the event the Subject Property Owner desires to sell the Subject Property, the Subject Property Owner shall submit written notice to the Administrator of their intent to sell the Subject Property, which notice must be submitted at least five days prior to offering the Subject Property for sale. The Subject Property Owner may sell the Subject Property for sale by owner or list and sell the Subject Property through a real estate broker licensed in the state of Colorado.

**4.2. County Transfer Fee.** Upon closing, the seller shall pay a County Transfer Fee to the County in an amount equal to 1% of the sales price. If the fee imposed by this Section 4.2 is not paid when due, then the fee, all costs of collection of the fee, and interest on the unpaid balance at a rate of 8% per year or at the statutory interest rate in C.R.S. § 5-12-102, as amended, whichever is less, shall constitute a perpetual lien on the Subject Property. The County may foreclose this lien in the same manner as property tax liens of the County.

**4.3. Waiver of County Transfer Fee.** The seller is not required to pay the County Transfer Fee if the seller has already purchased another Deed Restricted Property or if the seller purchases another Deed Restricted Property no more than six months after closing on the sale of the Subject Property. If the seller has not already purchased another Deed Restricted Property, the seller shall make arrangements, to the satisfaction of the Administrator, to place the County Transfer Fee in escrow, and the fee shall remain in escrow until the first to occur of the following two events: (1) The seller acquires title to another Deed



Restricted Property within six months of closing on the sale of the Subject Property, and has not purchased any material interest in any other Residential Property in the Telluride R-1 School District in the interim, in which case the County Transfer Fee shall be refunded to the seller; or (2) The seller has not acquired title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, in which case the County Transfer Fee shall be paid to the County.

**Section 5. Continuing Ownership.**

**5.1. Limitation on Continuing Ownership.** Ownership of the Subject Property is limited to Qualified Owners and their Spouses. The Administrator may, at any time: (1) require the Subject Property Owner to verify that he or she is a Qualified Owner, (2) require the Subject Property Owner to verify that any Occupant is a Qualified Occupant, (3) require the Subject Property Owner to verify that he or she has not defaulted in any Secured Obligation related to the Subject Property, and/or (4) require the Subject Property Owner to verify that he or she is otherwise fully compliant with this Covenant. The Subject Property Owner shall be given a reasonable time to respond to such requests.

**5.2. Approval as a Qualified Owner.** The Administrator shall approve a Subject Property Owner as a Qualified Owner if the Subject Property Owner satisfies: (1) the Continuing Residence Standard, and (2) the Continuing Employment Standard.

**5.2.1. Continuing Residence Standard.** The Subject Property Owner has occupied the Subject Property as his or her Primary Residence for at least eight of the twelve months immediately preceding the Compliance Date, as evidenced by documentation the Administrator may request, or, if acceptable to the Administrator, by an affidavit affirming the same.

**5.2.2. Continuing Employment Standard.** The Subject Property Owner supplies documentation that the Administrator acknowledges is sufficient to verify at least one of the following.

- (a) The Subject Property Owner has been employed for and earning Qualifying Income on at least 1032 hours of the twelve months immediately preceding the Compliance Date.
- (b) The Subject Property Owner is Retired.
- (c) The Subject Property Owner is at least 55 years of age and has maintained Primary Residence in the Telluride R-1 School District for a total of at least twenty years and has owned property subject to the County, Town of Telluride or Town of Mountain Village deed restriction, in compliance with the terms of such applicable deed restriction, for the five years immediately preceding the Compliance Date.
- (d) The Subject Property Owner is the Spouse of a Qualified Owner.
- (e) The Subject Property Owner is the surviving Spouse of a deceased Subject Property Owner.
- (f) The Subject Property Owner is the former Spouse of a Qualified Owner and acquired title to the Subject Property as: (i) the Spouse of a Qualified Purchaser; (ii) the Spouse of a Qualified Owner; or (iii) pursuant to a court approved property settlement or other court order.
- (g) The Subject Property Owner previously was a Qualified Owner, but is currently unemployed; provided that for at least eight of the twelve months immediately preceding the Compliance Date, the Subject Property Owner met the requirements for approval as a Qualified Owner and/or received unemployment benefits from the Colorado Department of Labor.

**5.3. Transfer of Title.** The Subject Property Owner must receive approval from the Administrator prior to entering into or executing any transaction that conveys title to an interest in the Subject Property, including but not limited to transfer of title to an Estate Planning Entity.

**5.4. Exemptions.** If the Subject Property Owner supplies documentation sufficient to verify any of the following, he or she shall be exempt from the Continuing Residence Standard, the Continuing Employment Standard, or both in accordance with the terms and conditions set forth below.

**5.4.1. Beneficiary Owner.** The Subject Property Owner is a Beneficiary Owner; provided that he or she notifies the Administrator within thirty days of the date that he or she acquires title to the Subject Property and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. A Beneficiary Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards, and shall be deemed a Qualified Owner for all purposes in connection with this Covenant, for one year after acquiring title to the Subject Property. Furthermore, a Beneficiary Owner shall receive an automatic Approval to Rent for one year after acquiring title to the Subject Property. After one year, a Beneficiary Owner must receive approval as a Qualified Owner or otherwise comply with the terms of this Covenant.

**5.4.2. Co-Borrower.** The Subject Property Owner is on title to the Subject Property as a Co-Borrower pursuant to Section 2.3. A Co-Borrower who is a Subject Property Owner shall be exempt from the Continuing Residence and Continuing Employment Standards as long as he or she is compliant with the terms of the Co-Borrower Agreement.

**5.4.3. Absence for Less than One Year.** The Subject Property Owner will be absent from the Four County Region for a period of time greater than four months but not greater than one year; provided that the Subject Property Owner notifies the Administrator at least one month before starting the leave of absence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for one year after the date the Subject Property Owner begins the leave of absence. The Subject Property Owner must receive approval as a Qualified Owner no later than one year after returning from the leave of absence.

**5.4.4. Military Service.** The Subject Property Owner will be absent from the Four County Region due to United States military orders, provided that: (1) the Subject Property Owner notifies the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject Property Owner maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Owner is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Owner maintains voter registration in San Miguel County; and (4) the Subject Property Owner receives approval as a Qualified Owner within one year after he or she is no longer under such United States military orders. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Owner is unable to meet the standards due to United States military orders.

**5.4.5. Family Medical Need.** The Subject Property Owner does not, or will not reside, at the Subject Property in order to care for an Immediate Family member who has a Serious Health Condition, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, provided, however, that the Subject Property Owner notifies the Administrator at least one month after he or she no longer occupies the Subject Property as his or her Primary Residence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation, which documentation, except as prohibited by applicable law, shall include documentation from the Immediate

Family Member's Health Care Provider, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, evidencing the need for the Subject Property Owner's absence. The Subject Property Owner must receive approval as a Qualified Owner within one year of when the Family Medical Need ceases.

**5.4.6. Disability.** The Subject Property Owner is Disabled, provided, however, that the Subject Property Owner notifies the Administrator within one month of when he or she no longer meets the Continuing Employment Standard and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from the Continuing Employment Standard for as long as the Subject Property Owner is Disabled. The Subject Property Owner shall also be exempt from the Continuing Residence Standard for one year after the date he or she provides the Administrator with the notice required herein.

## **Section 6. Continuing Occupancy.**

**6.1. Limitation on Continuing Occupancy.** Occupancy of the Subject Property is limited to Qualified Owners and their Spouses, and to Qualified Occupants. The Administrator may, at any time, require any Occupant to verify that he or she is a Qualified Occupant and/or is otherwise fully compliant with this Covenant.

**6.2. Approval as a Qualified Occupant.** The Administrator shall approve an Occupant as a Qualified Occupant if the Occupant does not own or control any interest or right in the Subject Property whatsoever, and provides documentation that the Administrator acknowledges is sufficient to verify that the Occupant: (1) is under twenty-one years of age; (2) is a member of the Qualified Owner's Immediate Family; (3) is Disabled; or (4) is earning Qualifying Income for an average of at least thirty hours per week. Examples of such documentation are set forth in the Procedures.

**6.3. Effect of Failure to Receive Approval as Qualified Occupant.** In the event an Occupant fails to receive approval as a Qualified Occupant, such failure shall constitute a violation of this Covenant by both the Occupant and the Subject Property Owner.

## **Section 7. Ownership of Other Residential Property Prohibited.**

**7.1. Prohibition.** Subject Property Owners and Occupants, as well as their Spouses and Dependents, if any, may not own more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District. This prohibition includes partial or full corporate ownership established to provide a beneficial interest sufficient to permit the use and occupancy by the owner or part-owner of such property. Except as otherwise provided in this Section 7, and unless granted an exception pursuant to Section 8, failure to comply with this Section 7.1 is a violation of this Covenant and shall be addressed in accordance with the provisions of Section 9 of this Covenant.

**7.2. Definitions.** The following definitions shall apply to this Section 7.

**7.2.1. Acquisition Date.** The date on which the Subject Property Owner acquires title to the Subject Property.

**7.2.2. Appraised Value.** The value of the Subject Property arrived at by the process described in Section 7.4.

**7.3. Grace Period for Qualified Purchasers.** If an Ownership Applicant is approved as a Qualified Purchaser and he or she, or any other Subject Property Owner, or any Occupant, or the Spouse or Dependent of the Qualified Purchaser or of any other Subject Property Owner or Occupant owns more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District

on the Acquisition Date, the Subject Property Owner shall have a grace period of one year from the Acquisition Date to sell the other Residential Property or obtain an exception pursuant to Section 8.

**7.4. Appraisal.** If the Subject Property Owner has not sold the other Residential Property or obtained an exception within nine months after the Acquisition Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Acquisition Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value to the Administrator within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

**7.5. Sale of Subject Property at Expiration of Grace Period.** If, at the expiration of the grace period provided for in Section 7.3, the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with this Covenant, the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner obtains an exception or otherwise complies with this Covenant.

**7.6. Further Price Reductions.** If the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant within fifteen months after the Acquisition Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property Owner has sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 7, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

## **Section 8. Exceptions.**

**8.1. Purchase, Rental, Ownership and Occupancy Requirements.** Any: (1) Ownership Applicant, Rental Applicant, Subject Property Owner or Occupant who does not meet one or more of the requirements for approval as a Qualified Purchaser, Qualified Tenant, Qualified Owner, or Qualified Occupant, respectively, may apply to the Administrator for an exception to any such requirement. The Administrator shall refer a copy of the proposed exception to any Association governing the Subject Property and the Association shall be given a reasonable opportunity to review and comment on the proposed exception prior to final review and action.

**8.2. Prohibition on Ownership of Other Residential Property.** Any Subject Property Owner or Occupant, or any such Subject Property Owner or Occupants' Spouse or Dependent, who owns Residential Property in violation of Section 7.1, may apply to the Administrator for an exception.

**8.3. Standards for Granting an Exception.** The Administrator shall not grant an exception except upon a finding that the person requesting the exception has established compelling circumstances, which shall not include financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant. When considering whether the requested exception is consistent with the purpose and intent of this Covenant as stated in Recital A, the Administrator shall consider the following guidance:

**8.3.1. Stable Resident Population.** This Covenant is intended to help preserve a stable resident population, strong sense of community, and socio-economic mix in the Telluride Region by ensuring a sufficient supply of housing that is affordable and responsive to the diverse needs of the various segments of the community employed in the Telluride R-1 School District.

**8.3.2. Deed Restricted Property Market.** This Covenant creates a housing market for employees in which sales prices directly relate to the income earned by those who live and work in the Telluride R-1 School District (Qualified Purchasers), while allowing customary free-market practices to influence the sale and rental of Deed Restricted Property as much as possible. Exceptions to this Covenant should be allowed only when the exception will not affect the correlation between local income levels and sales prices.

**8.3.3. Consistency and Uniformity.** Consistency and uniformity is of vital importance. It is only through consistent and uniform application of this Covenant that the Deed Restricted Property market will remain properly defined, thus allowing free-market forces to accurately regulate the sales prices of Deed Restricted Property.

## **Section 9. Violations and Remedies.**

**9.1. Notification of Violation.** In the event an alleged violation of this Covenant is discovered, whether pursuant to a procedure or provision herein, from a citizen complaint, or by other means, the Administrator shall send a written notice of such violation to all Subject Property Owners of the Subject Property, and if applicable, to Occupants of the Subject Property. The notice shall state: (1) the nature of the alleged violation; (2) the specific provisions of this Covenant that the Subject Property Owner and/or Occupant has allegedly violated; (3) the steps required by the Subject Property Owner and/or Occupant to cure the violation; (4) the remedies that the County may pursue if the alleged violation is not cured; (5) the reasonable timeframe within which the Subject Property Owner and/or Occupant must cure the alleged violation; (6) that the Subject Property Owner and/or Occupant has a right to request a hearing before the Administrator to determine the merits of the allegations and to discuss potential remedies; (7) that the Subject Property Owner and/or Occupant must notify the Administrator that he or she requests such a hearing no later than fifteen days after receiving the notice; and (8) that the alleged violation will be considered conclusively determined if the Subject Property Owner and/or Occupant does not request such a hearing.

**9.2. Public Hearing.** All materials that any party wants the Administrator to consider at a hearing pursuant to Section 9.1 must be submitted to the Administrator no later than ten working days before the date of the hearing. Unless prohibited by law, all submitted materials will be included in the public record for the hearing. At the conclusion of the hearing, the Administrator shall: (1) find the alleged violation conclusively determined, (2) find that the alleged violation lacks merit, or (3) continue the hearing to a specified date and time.

**9.3. Definitions.** The following definitions shall apply to this Section 9.

**9.3.1. Appraised Value.** The value of the Subject Property arrived at by the process described in Section 9.4.1.

**9.3.2. Violation Date.** The date on which a violation is conclusively determined.

**9.4. Procedure for Subject Property Owner to Cure Violation.** If a violation is conclusively determined with respect to the Subject Property Owner, the Subject Property Owner shall have one year from the Violation Date to cure the violation.

**9.4.1. Appraisal.** If the Subject Property Owner has not cured the violation within nine months after the Violation Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Violation Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

**9.4.2. Sale of Subject Property to Cure Violation.** If the Subject Property Owner has not cured the violation within one year after the Violation Date, then the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner otherwise cures the violation.

**9.4.3. Further Price Reductions.** If the Subject Property Owner has not cured the violation within fifteen months after the Violation Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property is sold or the Subject Property Owner otherwise cures the violation; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 9, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

**9.5. Procedure for Occupant to Cure Violation.** If a violation is conclusively determined with respect to an Occupant, the Occupant shall have sixty days from the date that the Occupant received the notice required by Section 9.1 to cure the violation. If the Occupant has not cured the violation at the end of this sixty-day period, then the Occupant shall immediately vacate the Subject Property. An Occupant's violation of this Covenant also constitutes a violation by the Subject Property Owner.

**9.6. Noncompliant Transfer Voidable.** Title to the Subject Property, whether in whole or in part, shall not be sold or otherwise conveyed except in accordance with this Covenant. In the event the Subject Property is sold or otherwise conveyed in any manner that is not in accordance with this Covenant, such sale or conveyance shall be voidable at the County's option. If such sale or conveyance is declared void it shall confer no title whatsoever upon the purported transferee.

**9.7. Additional Remedies.** In the event of default by any Party, to any section of this Covenant, any other Party to this Covenant, following notice and opportunity to cure, may pursue all available remedies, including but not limited to an action for specific performance, injunctive relief and/or damages. The remedies provided for herein are cumulative in nature. Personal jurisdiction and venue for any civil action commenced by any Party to this Covenant, whether arising out of or relating to this Covenant, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado. This Covenant shall be governed by and construed in accordance with the laws of the State of Colorado. The prevailing Party in any action arising from this Covenant shall recover their costs, fees and expenses, including reasonable attorney fees and expert witness fees, from the other Party. No failure by any Party hereto to exercise any right that it may have pursuant to this Covenant shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Covenant, or of any other right expressly or implicitly granted herein.

## **Section 10. Documentation and Notices.**

**10.1. Documentation.** The Administrator must be able to verify the truth and authenticity of any documentation submitted pursuant to this Covenant, and may refuse to accept any documentation that is not reasonably verifiable by an independent and reliable source. Furthermore, the submitted documentation must be reasonably sufficient for the Administrator to find that, as a whole, it establishes compliance with the applicable standard or requirement. Any person who submits documentation pursuant to this Covenant shall submit an affidavit along with the documentation, stating that all such documentation is true and accurate. If any documentation is determined to be inaccurate, the person who submitted such documentation is subject to disqualification from the application and/or approval process.

**10.1.1. Privilege or Disclosure Otherwise Prohibited by Law.** Any person who, in connection with the procedures contained in this Covenant, references customers and/or clients with whom he or she has a relationship that is subject to a legal privilege, such as the attorney-client, therapist-client, or physician-patient privilege shall not, in any event, be required to disclose the names or any other identifying information of such customers and/or clients. In this case, the person shall provide all of the required documentation but shall rename all clients as "Client 1," "Client 2," etc. Furthermore, no person shall be required to submit or disclose any documentation, the submission or disclosure of which is prohibited by law.

**10.1.2. Confidentiality.** The Administrator shall review and maintain all financial information, business client information, and any other information required by law to be kept confidential, that is submitted pursuant to the terms of this Covenant, in absolute and strict confidence. Under no circumstance shall any such confidential information be purposefully disclosed in any manner to any person other than the County, the Administrator the San Miguel County Attorney, the San Miguel County Administrator, or any other person or entity with the consent of the person who submits the information, provided that such disclosure is not otherwise prohibited by law.

**10.2. Notices.** Any notice in connection with this Covenant shall be in writing, addressed to the appropriate Party, and shall be delivered in person, by overnight delivery or courier service, or by the United States Postal Service certified mail, return receipt requested, and with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by

the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be those set forth below. A Party may change their address only by providing written notice of such change to all other Parties.

<p><b><u>If to Subject Property Owner:</u></b></p> <p>See address listed above in introductory paragraph</p>	<p><b><u>If to County:</u></b></p> <p>Mailing Address: Office of the County Attorney P.O. Box 791 Telluride, CO 81435 Phone: 970-728-3879 Fax: 970-728-3718 Email: attorney@sanmiguelcounty.org</p>
	<p><b><u>If to Administrator:</u></b></p> <p>San Miguel Regional Housing Authority 820 Black Bear Road P.O. Box 840 Telluride, CO 81435 Phone: 970-728-3034 Fax: 970-728-5371 Email: admin@smrha.org</p>

**10.3. County Assistance and Financial Counseling upon Default of Secured Obligation.** Any Subject Property Owner who receives notification of a past due payment(s), a default in payment, or a default of any other obligation due or to be performed pursuant to a Secured Obligation, shall notify the Administrator, who shall in turn notify the County no later than two weeks after the Subject Property Owner received such notification. Subject to availability of funds, the County may, in its sole discretion, provide temporary financial assistance and/or financial counseling to the Subject Property Owner, which assistance shall be subject to terms and conditions the County deems necessary, including, but not limited to provisions for the Subject Property Owner to repay the County. A Subject Property Owner is encouraged to make the Administrator aware of these circumstances as early as possible to best allow the County to determine if any such assistance is feasible, it being recognized that the longer the default exists, the less likely it is that the County can provide assistance. Nothing herein shall obligate the County to provide such assistance.

## **Section 11. Definitions.**

The Parties acknowledge and agree to the following definitions and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, the following definitions shall be given the meaning ascribed to the term as the same are stated below:

**11.1. Administrator.** The County or the County's designee.

**11.2. AMI.** The area median income for San Miguel County, Colorado based on the most recently published area median income limits established by the United States Department of Housing and Urban Development.

**11.3. Application Fee.** The fee, in an amount set by County resolution, paid to the Administrator to process any application submitted pursuant to this Covenant.

**11.4. Assets.** With respect to any person or entity, anything that has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action



that belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Except, however, Assets shall not include pension plans, 401a plans, 401k plans, IRAs, or other similar retirement accounts, provided that the Ownership Applicant is not eligible to take a distribution therefrom without penalty.

**11.5. Beneficiary Owner.** A Subject Property Owner who is not a Qualified Owner, and who acquires title to the Subject Property as the result of the death of the deceased Subject Property Owner, whether through joint tenancy, a will, the intestacy provisions of the Colorado probate code or other applicable law, or the provisions of an Estate Planning Entity.

**11.6. Co-Borrower Agreement.** An agreement by which a person is permitted to be on title to the Subject Property without otherwise meeting the terms for approval as a Qualified Purchaser or Qualified Owner in order to assure that a Qualified Purchaser or Qualified Owner is able to secure a loan.

**11.7. Compliance Date.** The date on which the Administrator notifies the Subject Property Owner and/or Occupant(s) that he or she must verify compliance with the terms of this Covenant and receive approval as a Qualified Owner or Qualified Occupant.

**11.8. Complying Offer Terms.** An offer to acquire the Subject Property that is for cash (eg. does not require Subject Property Owner to carry back seller-financing) that is equal to or exceeds the current listing price of the Subject Property, and that proposes a closing of not later than 90 days from the offer date.

**11.9. Contract Price.** The price of the Subject Property as identified on a Colorado Real Estate Commission approved form for the purchase and sale of the Subject Property that is fully executed between the current Subject Property Owner and any given Ownership Applicant.

**11.10. Contributing Occupant.** An Occupant who is, or who will be, contributing funds towards the acquisition of the Subject Property or towards payments on a Secured Obligation encumbering the Subject Property.

**11.11. County.** The County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners or as the San Miguel County Housing Authority.

**11.12. County PUD/Subdivision Approvals.** The approvals granted for the Two Rivers Subdivision by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the Two Rivers Subdivision recorded in the Official Records.

**11.13. County Transfer Fee.** A fee in an amount equal to one percent of the Contract Price that the seller of the Subject Property shall pay to the Administrator upon closing of a sale of the Subject Property.

**11.14. Deed Restricted Property.** Any property in unincorporated San Miguel County that is subject either to the Original Deed Restriction, or to a real covenant, equitable servitude, or other agreement in favor of the County, and restricting the ownership, use and occupancy of such property to persons who satisfy certain requirements, terms, and/or qualifications.

**11.15. Dependent.** Any person who can be claimed as a Qualifying Child or Qualifying Relative on another's federal tax return.

**11.16. Disabled.** A person who receives Social Security Disability, Worker's Compensation for Permanent Total Disability, and/or disability payments through any other official state or federal disability program.

**11.17. Domestic Partnership.** A relationship between two individuals of the same or opposite sex in which: (1) each individual is at least eighteen years of age; (2) neither individual is legally married to another person or in a Domestic Partnership with another person; (3) the individuals are not related by blood closer than would bar marriage in the state of Colorado; (4) the individuals share a mutual obligation of support and responsibility for each other's welfare; and (5) the individuals are financially interdependent as documented by at least two of the following arrangements: (a) common ownership of real property or a common leasehold interest in real property; (b) common ownership of a motor vehicle; (c) a joint bank account or a joint credit account; (d) designation as a beneficiary for life insurance or retirement benefits, or under a will; (e) assignment of durable power of attorney; or (f) such other proof that the Administrator deems sufficient to establish financial interdependency.

**11.18. Estate Planning Entity.** A trust, family limited partnership or similar entity created and funded by a Qualified Owner and controlled by such Qualified Owner until that Qualified Owner's death or disability.

**11.19. Four County Region.** San Miguel County, Montrose County, Ouray County and Dolores County, all in the State of Colorado.

**11.20. Homeowners' Association or Condominium Association ("Association").** An association of owners organized under § 38-33.3-301, C.R.S., as amended.

**11.21. Household Non-Qualifying Income.** The combined Non-Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

**11.22. Household Qualifying Income.** The combined Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

**11.23. Immediate Family.** A person's parents, Spouse, children, and siblings; and a person's Spouse's parents, children and siblings. The terms "parents," "children," and "siblings" includes step-relatives, adopted/adoptive relatives and foster relatives.

**11.24. Lender.** An individual or company that has loaned funds to the Subject Property Owner for the purpose of financing some portion of the Subject Property Owner's acquisition of the Subject Property, which loan is secured by a Secured Obligation duly recorded against the Subject Property.

**11.25. Liabilities.** With respect to any person or entity, the total amount owed on obligations that legally bind the person or entity to settle a debt.

**11.26. LUC.** The San Miguel County Land Use Code.

**11.27. Net Assets.** With respect to any person or entity, Assets minus Liabilities.

**11.28. Non-Qualifying Income.** All income that is not Qualifying Income. With respect to any person or entity, Non-Qualifying Income includes, but is not limited to, any money, and the cash value of any goods or services in lieu of money, received from any source whatsoever, including but not limited to remuneration for labor, products or services; money received from governmental assistance programs; tax refunds; prize winnings; gifts; pensions; investments; and money, or goods or services in lieu of money, received from any other source. Except, however, Non-Qualifying Income shall not include any of the following: (a) income taxed

by the federal government but not distributed to such person or entity, or funds distributed to cover the anticipated tax liability of the non-distributed income, but only to the extent that such funds do not exceed the tax liability of the non-distributed income; or (b) equity from the proceeds of a sale of the Ownership Applicant's previous Primary Residence that was sold within the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application or (c) a gift or any other funds up to 30% of the Contract Price of the Subject Property.

**11.29. Occupant.** Any person who occupies the Subject Property as his or her Primary Residence but who has no ownership interest in the Subject Property.

**11.30. Official Records.** The official records of the Clerk and Recorder of San Miguel County, Colorado.

**11.31. Option to Purchase.** A separately executed and recorded agreement providing the County with an option to purchase the Subject Property under certain specified circumstances. The Subject Property may or may not be subject to an Option to Purchase. As stated in Section 1.1, this Covenant does not affect the rights of any party to any Option to Purchase and does not affect the rights of any Lender.

**11.32. Original Plat Note.** That certain plat note included on the County PUD/Subdivision Approvals for the Subdivision, which plat note restates LUC § 5-1304 as it existed on the date the plat was recorded.

**11.33. Ownership Applicant.** Any person who desires to purchase the Subject Property and who submits a Purchase Application and pays the appropriate Application Fee.

**11.34. Price Appreciation Cap.** A percentage limit on the amount that the Subject Property can appreciate by each year, which is intended to artificially lower the property value in order to maintain its affordability for certain owners and occupants. For example, if a property is purchased for \$100,000 with a Price Appreciation Cap of 3% per year, after one year, the owner may sell it for \$103,000; after five years the owner may sell it for \$112,551; after ten years the owner may sell it for \$130,477, etc. Nothing herein is intended to establish a Price Appreciation Cap on the Subject Property.

**11.35. Primary Residence.** A person's principal or primary home or place of abode, meaning that home or place of abode in which a person's habitation is fixed and to which that person, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. In determining what is a person's principal or primary home or place of abode, the following circumstances relating to such person may be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of Immediate Family, if any, leaseholds, situs of personal and real property, and motor vehicle registration.

**11.36. Procedures.** The uniform procedures adopted pursuant to Section 12.3.

**11.37. Public Sector Employer.** The state of Colorado and its agencies and entities, counties, cities, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, and drainage conservation companies or districts organized and existing under the laws of the state of Colorado.

**11.38. Purchase Application.** The form that an Ownership Applicant submits to the Administrator to request approval as a Qualified Purchaser, and which requires certain documentation and information necessary to determine if the Ownership Applicant satisfies the requirements for approval as a Qualified Purchaser. The Ownership Applicant must verify that all information provided in the Purchase Application is true and accurate. If any of the information is determined inaccurate or non-verifiable, the Ownership Applicant may be subject to disqualification.

**11.39. Qualified Occupant.** Any person who is not the Subject Property Owner, and who occupies the Subject Property as his or her Primary Residence in compliance with this Covenant.

**11.40. Qualified Owner.** Any person or entity with an ownership interest in the Subject Property, who maintains such ownership in compliance with this Covenant as provided for in Section 5; or the County, the Town of Telluride, or the Town of Mountain Village.

**11.41. Qualified Purchaser.** An Ownership Applicant who has received approval pursuant to the terms of this Covenant to purchase the Subject Property; or the County, the Town of Telluride, or the Town of Mountain Village.

**11.42. Qualified Tenant.** A Rental Applicant who has received approval pursuant to the terms of this Covenant to occupy the Subject Property pursuant to a rental or lease agreement executed by the Rental Applicant and the Qualified Owner. A person who receives approval as a Qualified Tenant must meet the requirements for approval as a Qualified Occupant for as long as they occupy the Subject Property.

**11.43. Qualifying Income.** Income earned from employment that either requires one's physical presence in the Telluride R-1 School District or that necessitates one's physical presence in the Telluride R-1 School District in order to provide goods or services to residents or visitors in the Telluride R-1 School District.

**11.44. Rental Applicant.** Any person who desires to occupy the Subject Property pursuant to a lease or rental agreement to be executed by the Rental Applicant and a Qualified Owner, and who submits a Rental Application and pays the appropriate Application Fee.

**11.45. Rental Application.** The form that a Rental Applicant submits to the Administrator to request approval as a Qualified Tenant, which requires certain documentation and information necessary to determine if the Rental Applicant satisfies the requirements for approval as a Qualified Tenant. The Rental Applicant must verify that all information provided in the Rental Application is true and accurate. If any of the information is determined to be inaccurate or non-verifiable, the Rental Applicant may be subject to disqualification.

**11.46. Residential Property.** (1) An individual residential dwelling that is developed with open yards on all sides of the dwelling unit, including all manufactured housing (pursuant to C.R.S. 30-28-115(3)) and all mobile homes on permanent foundations, but not including recreational or other wheeled vehicles; (2) a residential dwelling unit in a structure containing two or more such units, the living spaces of which are individually owned, the balance of the property (both land and building) is owned either in common by the owners of the individual units or by an association consisting of such owners; (3) one of at least two individually owned, unconnected residential dwelling units located on property owned either in common by the owners of such units or by an association consisting of such owners; or (4) a legally created parcel of land shown with a separate and distinct number or letter on a subdivision plat recorded in the Official Records, or a parcel described by metes and bounds with access to at least one dedicated public right-of-way and held under separate ownership; and that is zoned for Residential Use.

**11.47. Residential Use.** Real property that is used or legally could be used for non-commercial dwelling purposes.

**11.48. Retired.** A person who is more than 59 years of age and is receiving pension benefits, retirement benefits, IRA disbursements, or Social Security retirement benefits.

**11.49. Secured Obligation.** Any payment or other material obligation due to be performed under a promissory note secured by a deed of trust, mortgage, or other security instrument, encumbering the Subject Property.

**11.50. Spouse.** One's husband or wife by lawful marriage, or a person with whom one is a member of a Domestic Partnership.

**11.51. Subdivision.** The subdivision of land reflected in the County PUD/Subdivision Approval, which was established pursuant to the Subdivision Governing Documents.

**11.52. Subdivision Governing Documents.** The Subdivision was created pursuant to that certain General Declaration and Final Plat(s), as the same may be amended or supplemented from time to time, as described on attached **Exhibit "A"**.

**11.53. Subject Property Owner.** The person(s) or entity identified as such in this Covenant, inclusive of his/her/their heirs, successors, personal representatives, assigns, designees, lessees, licensees, grantees, transferees, or any other person or entity who has a present right to possess, use or convey a legally recognized and protected interest in the Subject Property.

**11.54. Telluride Region.** The area identified as such in the San Miguel County Master Plan.

**11.55. Total Household Assets.** The combined Net Assets of all Ownership Applicants and Contributing Occupants.

## **Section 12. General Provisions.**

**12.1. Recording of Covenant.** This Covenant shall be recorded in the Official Records upon execution.

**12.2. Covenant Running With the Land - Binding Effect.** Each and every conveyance of the Subject Property, for all purposes, shall be deemed to include this Covenant and to fully incorporate all terms of this Covenant by this reference. This Covenant constitutes a real covenant and equitable servitude that runs with the Subject Property through the expiration of the Term and burdens the Subject Property for the benefit of the County, and shall be binding on the Subject Property Owner, and on the heirs, personal representatives, assigns, lessees and licensees, any transferee of the Subject Property Owner, and any other person or entity who becomes the Subject Property Owner of the Subject Property.

**12.3. Procedures.** The Parties recognize and agree that the County may from time to time adopt uniform procedures intended to further implement the provisions of this Covenant, including the administration of appeals to any decision rendered pursuant to this Covenant. The Procedures shall not materially differ from or alter any of the terms and conditions of this Covenant. Prior to adoption of the Procedures, the County shall make materials available for reasonable public review and comment and reasonable notice of the proposed action and right to review and comment shall be given the Subject Property Owner. The Procedures, when adopted, shall be made available at the County and Administrator offices.

**12.4. Further Actions.** The parties to any agreement contemplated under this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

**12.5. Gender and Number.** Whenever the context so requires in this Covenant, the neuter gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.

**12.6. Non-discrimination.** No person shall be discriminated against on the basis of race, national origin, sex, color, creed or physical infirmity.

**12.7. Personal Liability.** The Subject Property Owner shall be personally liable for any violations of this Covenant.

**12.8. Severability.** Should a court of competent jurisdiction find and determine that a specific provision or provisions of this Covenant are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Covenant, which shall remain legally valid and in full force and effect.

**12.9. Successors.** Except as otherwise provided herein, the provisions and covenants contained in this Covenant shall inure to and be binding upon the heirs, successors and assigns of the Parties.

**12.10. Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any Party hereto, except on the basis of a written instrument executed by the Parties hereto. Nothing in this Covenant shall be deemed to waive or otherwise limit any defenses or immunities that may be available to the County or the Administrator under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. et seq., or other applicable law.

**12.11. Counterparts.** This Covenant may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Covenant shall not be necessary, but may be executed by the Parties.

**12.12. No Third Party Benefit.** Except as herein provided, no person or entity, other than a Party to this Covenant, shall have any right of action under this Covenant. It is the express intent of the Parties hereto that any person or entity who is not a Party to this Covenant, but who receives services or benefits under this Covenant, shall be deemed an incidental beneficiary only.

**12.13. Integration.** This Covenant constitutes the entire integrated understanding of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties.

**12.14. Captions.** Captions are for convenience only and are not to be construed as defining or limiting in any way the scope of intent of the provisions of such Sections.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the Effective Date.

The persons executing this Covenant on behalf of the respective Parties to this Covenant hereby warrant and affirm their authority to enter into this Covenant on behalf of the named Parties hereto and warrant and affirm their authority to bind the named Parties hereto to all terms, conditions, and obligations contained in this Covenant.

**SAN MIGUEL COUNTY, COLORADO:  
BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF SAN MIGUEL,  
STATE OF COLORADO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kris Holstrom, Chair

ATTEST: \_\_\_\_\_  
Carmen Warfield, Chief Deputy Clerk

STATE OF COLORADO       )  
                                      ) ss.  
COUNTY OF SAN MIGUEL   )

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Kris Holstrom, as Chair of the Board of Commissioners of San Miguel County, Colorado, and by Carmen Warfield, as Chief Deputy Clerk to the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date Commission Expires

**ADMINISTRATOR:**

**SAN MIGUEL COUNTY HOUSING AUTHORITY**

By: \_\_\_\_\_  
Kris Holstrom, Chair

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

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF SAN MIGUEL   )

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Kris Holstrom, as Chair of the San Miguel County Housing Authority.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date Commission Expires



**SUBJECT PROPERTY OWNER**

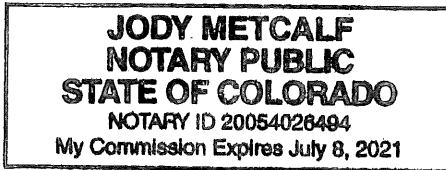
By: [Signature]

MOLLY TOMLONOVIC NORTON

Print: Molly Tomlonovic Norton

Date: 5/31/19

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF SAN MIGUEL   )



Acknowledged, subscribed and sworn to before me this 31 day of May, 2019, by Molly Tomlonovic Norton.

Witness my hand and official seal.

[Signature]  
Notary Public

07/08/2021  
Date Commission Expires

**SUBJECT PROPERTY OWNER**

By: [Signature]

CASEY T. NORTON

Print: Casey Norton

Date: 5.31.19

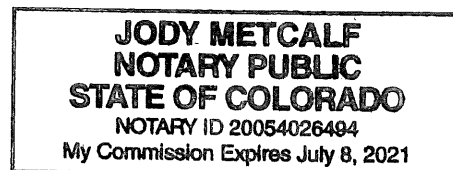
STATE OF COLORADO       )  
  ) ss.  
COUNTY OF SAN MIGUEL   )

Acknowledged, subscribed and sworn to before me this 31 day of May, 2019, by Casey Norton.

Witness my hand and official seal.

[Signature]  
Notary Public

07/08/2021  
Date Commission Expires



**Exhibit "A"**  
**(Lot P Two Rivers Subdivision Governing Documents)**

**General Declaration(s) for Lot P Two Rivers Subdivision:**

- (1) General Declarations for Lot P Two Rivers Subdivision, recorded on September 24, 1996 Reception No. 307591;
- (2) First Amendment to Declarations recorded on March 10, 1997 at Reception No. 311088;
- (3) Second Amendment and Supplemental to Declarations recorded on April 3, 1997 at Reception No. 311543;
- (4) Third Amendment to Declarations recorded on July 30, 1997 at Reception No. 313642;
- (5) Fourth Amendment to Declarations recorded on August 1, 1997 at Reception No. 313684;
- (6) Fifth Amendment to Declarations recorded on August 15, 1997 at Reception No. 313915;
- (7) Sixth Amendment to Declarations recorded on September 17, 1997 at Reception No. 314498;
- (8) Seventh Amendment to Declarations recorded on April 21, 1998 at Reception No. 318317;
- (9) Eighth Amendment to Declarations recorded on May 17, 1999 at Reception No. 326457; and
- (10) Any and all further Amendments and/or Supplements to Lot P Two Rivers Subdivision's General Declarations.

**Final Plats for Lot P Two Rivers Subdivision:**

- (1) Final Plat for Lot P Two Rivers Subdivision recorded September 24, 1996 in Plat Book 1 at Page 2120, Reception No. 307590;
- (2) First Amendment to Final Plat recorded on March 10, 1997 at Reception No. 311089;
- (3) Second Amendment to Final Plat recorded on April 3, 1997 at Reception No. 311542;
- (4) Third Amendment to the Final Plat recorded on May 16, 1997 at Reception No. 312271;
- (5) Fourth Amendment to the Final Plat recorded on July 29, 1997 at Reception No. 313585;
- (6) Fifth Amendment to the Final Plat recorded on August 15, 1997 at Reception No. 313916;
- (7) Sixth Amendment to the Final Plat recorded on September 17, 1997 at Reception No. 314499;
- (8) Seventh Amendment to the Final Plat recorded on April 21, 1998 at Reception No. 318318;
- (9) Eighth Amendment to the Final Plate recorded on May 17, 1999 at Reception No. 326458; and
- (10) Any and all further Amendments and/or Supplements to Lot P Two Rivers Subdivision's Plat(s).



AGENDA ITEM - 4.k.

**TITLE:**

Approval of Jack Gilbride to be appointed to the Region 10's Business Loan Fund Committee.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

Approval to appoint Jack Gilbride, San Miguel County resident to be appointed to the Region 10's Business Loan Fund Committee.

**INTRODUCTION/BACKGROUND:**



**Dan Scintoviaregion10montrose.onmicrosoft.com**

3

tobocc@sanmiguelcountyco.gov,Jack,Lynn,Michelle

Greetings Board of County Commissioners:

I am writing to you per a conversation with Lynn Black San Miguel County Manager about filling a vacancy on Region 10's Business Loan Fund Loan Committee. San Miguel County According to Region 10 bylaws the BOCC of each county we serve appoints up to two BLF Committee members representing the county for terms of two years. There is no limit a committee person may serve. Currently Lynn Black is the only representative from San Miguel County. It has been recommended that San Miguel County resident Jack Gilbride be position. I have reached out to Mr. Gilbride and if appointed he would be willing to accept that role. I am requesting the county take the necessary action required to appoint Jack Gil

Thank you for taking the time to review this request and we look forward to having full representation from your county.

Sincerely,

**DAN SCINTO**  
*Director, Business Loan Fund*  
970 765 3126 direct line  
[R10 Signature-address-250](#)

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Departm
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YYYY-###			Board of County Co
Description:			



AGENDA ITEM - 4.1.

**TITLE:**

Approval of Minutes: May 15, 2019 and May 22, 2019.

**Presented by:**

**Time needed:**

**PREPARED BY:**

Carmen Warfield

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

20190515-BOCC-Minutes-Draft

20190522-BOCC-Minutes-Draft

Upload Date

6/14/2019

6/14/2019

# **SAN MIGUEL COUNTY BOARD OF COMMISSIONERS**

## **MINUTES**

**Wednesday, May 15, 2019**

333 W Colorado Ave 2nd floor, Telluride CO

**Present**

Kris Holstrom, Chair  
Hilary Cooper, Vice Chair  
Lance Waring, Commissioner

**Staff Present**

Lynn Black, County Administrator  
Amy Markwell, County Attorney  
Tonya McCann, County Paralegal  
Carmen Warfield, Chief Deputy Clerk

1. **Call to order.**

9:32 a.m.

2. **Review of Agenda.**

3. **Calendar Review.**

4. **CONSENT AGENDA**

- a. Approval of an Intergovernmental Agreement between the Board of County Commissioners of San Miguel County, Colorado for the use and benefit of the San Miguel County Sheriff's office and the Board of Trustees of the Town of Norwood for the use and benefit of the Town of Norwood Marshal Department establishing primary law enforcement authorization for the business located at 1215 Summit Street, Norwood, CO 81423. (CONTRACT 2019-059)
- b. Ratification of Commissioner's signature on a letter concerning Programmatic Environmental Assessment for Vegetation Treatments (DOI-BLM-CO-SO50-2019-0018-EA).
- c. Ratification of Commissioner's signatures on a letter sent to Senator Don Coram regarding House Bill 19-1333 to refer a measure to November's ballot that would increase taxes on tobacco and nicotine products to help fund education and cessation programs to prevent kids from vaping.
- d. Ratification of Chair's signature on County Veterans Service Officer's April 2019 Report.
- e. Approval of the appointment of Westen Enstrom for a two-year term to the San Miguel Basin Fairboard.
- f. Approval of Chair's signature on a 2019 Gravel Crushing Contract to Western Gravel Inc, in the amount of \$121,500. (CONTRACT 2019-060)
- g. Approval of the Chair's Signature on a Memo of Understanding with SMART transferring ownership of the FTA funded County commuter vans too SMART for operation of the Montrose and Ridgway services (CONTRACT 2019-061)
- h. Approval of Minutes: April 24, 2019, and May 1, 2019.

**MOTION** by Hilary Cooper to approve as presented. **SECONDED** by Lance Waring. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS:**

- a. 9:35 a.m. Public Hearing: Consideration of Approval and Adoption of Ordinance #2019-1 Ordaining the Restriction of Open Fires, Open Burning, and Fireworks in the Unincorporated Areas of San Miguel County for the Purposes of Reducing the Danger of Wildfires.

9:35 a.m. Chair opened the Public Hearing.

Amy Markwell, County Attorney, entered the Ordinance into record. (EXHIBIT A – Documents)

Those who addressed the Board: Amy Markwell, County Attorney

9:36 a.m. Chair closed the Public Hearing.

**MOTION** by Lance Waring to approve an ordinance of the Board of County Commissioners, of San Miguel County, Colorado, restricting open fires, open burning, and fireworks in the unincorporated

areas of San Miguel County for the purpose of reducing the danger of wildfires. **SECONDED** by Hilary Cooper. **PASSED 3-0.** (ATTACHMENT I - Ordinance 2019-001)

9. **ADMINISTRATORS REPORT**

- a. Update with County Administrator.
  1. Update on the Norwood Transfer Station.

Present: Lynn Black, County Administrator

10. **COMMISSIONER AND PUBLIC DISCUSSION**

- a. Public Discussion.
- b. Update on Outside Meetings
  1. Lance Waring- Xcel Energy Meeting, InterGov Worksession
  2. Kris Holstrom - CC4CA, Colorado Soil Health, SMART, InterGov Worksession
  3. Hilary Cooper - Colorado Soil Health, SMART, InterGov Worksession, Open Space Historical Commission
- ~~c. Website posting and press releases~~
- ~~d. General Discussion.~~

6. **PLANNING MATTERS**

- a. Consideration as the Board of Commissioners and as San Miguel County Housing Authority on a request to remove deed restriction for Lot 30, Filing 4C, Telluride Ski Ranches.

Present: Kaye Simonson, Successor to Planning Director; Mike Rozycki, Planning Director; John Huebner, Associate Planner; Donna Burd Femald, Owner

**MOTION** by Lance Waring to approve the request for Termination of the Deed Restriction for the Femald Property, Lot 30, Filing 4, Phase B, Telluride Ski Ranches, [after payment received by the owner for an Employee Housing Impact Fee in the amount of \$4,204.66] **SECONDED** by Hilary Cooper. **PASSED 3-0.** (CONTRACT 2019-062)

10:00 a.m. Recessed.

10:07 a.m. Reconvened.

7. **SOCIAL SERVICES MATTERS:**

- a. Approval of Chair's signature on Social Services Department Balance Sheet March 2019, Earned Revenue and Expenditures March 2019, Expenditures through Electronic Benefit Transfers April 2019, Check Register for the Month of April 2019, County Allocation/MOE Report MAR-2019, and 2019 Caseload Report.

**MOTION** by Hilary Cooper to approve the March and April Social Services report. **SECONDED** by Lance Waring. **PASSED 3-0.**

~~8. **Update with Government Affairs/Natural Resources Director/Lynn Padgett**~~

- ~~a. Other, as needed.~~

11. **ATTORNEY MATTERS**

- a. Other, as needed.  
Update on Contiguous Parcels, Amicus brief, and request staff direction to join.

**MOTION** by Lance Waring to join the Amicus brief as presented. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

10:45 a.m. Recessed.

11:13 a.m. Reconvened.

Note: Recognition of Mike Rozycki, County Planning Director for 18 years.

11:25 a.m. Recessed.

11:38 a.m. Reconvened.

12. **ADMINISTRATIVE MATTERS - Continued.**

- a. Gondola subcommittee Presentation & Scope Document presentation.

Present: Garrett Bradford, Telluride Mountain Village Owners Association; Anton Benitez, Telluride Mountain Village Owners Association; Kim Montgomery, Town of Mountain Village; Doug Tooley, County resident; Jim Loebe, Town of Mountain Village; Rob Johnson, Town of Mountain Village

Note: Board Consensus to be a part of the Stakeholder Participation.

13. **Adjournment.**

12:13 p.m.

20190515-BOCC-Audio

Respectfully submitted,

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Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

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Kris Holstrom, Chair

ATTEST:

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Lynn M. Black, County Administrator



**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS**  
**MINUTES**

**Wednesday, May 22, 2019**

Egnar Fire House

**Present**

Kris Holstrom, Chair  
Hilary Cooper, Vice Chair  
Lance Waring, Commissioner

**Staff Present**

Lynn Black, County Administrator  
Amy Markwell, County Attorney  
Carmen Warfield, Chief Deputy Clerk

1. **10:00 am - 10:30 am, Meet and Greet.**
2. **Review of Agenda.**
3. **Calendar Review.**
4. **CALL TO ORDER**

10:29 a.m.

**CONSENT AGENDA**

- b. Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Heather Whitney Brown and Wesley Logan Yamall, Lot 27, Two Rivers Subdivision. (CONTRACT 2019-075)
- c. Ratification of the Board of County Commissioners to approve joining a 2nd Amicus Brief related to the contiguous land cases at the Supreme Court.
- d. Approval of Chair's signature on a 2019 Homeland Security Grant Program administered by the San Miguel Sheriff's Office. (CONTRACT 2019-064)

**MOTION** by Hilary Cooper to approve the consent agenda as presented. **SECONDED** by Lance Waring. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS:**

- b. Late Addition: Recognition of Tony Gallob for 40 years of service to the Road and Bridge Department.

Present: Tony Gallob, County Road, and Bridge Department; Ryan Righetti, County Road, and Bridge Superintendent

- c. Discussion of a proposed Water line for Egnar area residents.

Present: Darlene Williams, Egnar resident; Steve Bowman, Manager of Montezuma Water Company

- c. Update with Keith Fox, BLM Travel Plan.

Present: Keith Fox, Tres Rios Field Office; Elijah Waters, Tres Rios Field Office; Joe Manning, Tres Rios Field Office

11:36 a.m. Recessed.

11:50 a.m. Reconvened.

- d. Update with the Egnar Fire District.

Present: Rochelle King, Egnar Fire District; Ian Fahring, Egnar Fire Chief; Jennifer Dinsmore, Chief Administrative officer; Steve Garchar, Dolores County Commissioner

Board Consensus to provide an one-time payment for tents and three sets of fire land gear in the amount of \$6,000. For future equipment, the Commissioners have requested the Egnar Fire Department to begin applying for grants concerning the purpose of replacement of equipment.

Note: Concerns from the Egnar Fire Department and the electricity used by the Egnar Water dock. The County Finance Dept. has requested the Egnar Fire Dept. to provide two years of electric bills to average the cost of the Egnar Water dock for purposes of offsetting the cost.

- e. Approval of the Chair's signature on the 2019 Independent Contractor Agreement between San Miguel County and Bruin Waste Management LLC for operation of the Norwood Trash and Recycling Transfer Station.

**MOTION** by Lance Waring to approve the Contract agreement with Bruin Waste Management.  
**SECONDED** by Hilary Cooper. **PASSED 3-0.** (CONTRACT 2019-065)

6. **ADMINISTRATORS REPORT**

- a. Update with County Administrator
  - 1. Staff picnic and retirement parties scheduled tomorrow.
  - 2. San Miguel Regional Housing Director search.

7. **COMMISSIONER AND PUBLIC DISCUSSION**

- ~~a. Public Discussion:~~
- b. Update on Outside Meetings
  - 1. Lance Waring -
  - 2. Kris Holstrom -
  - 3. Hilary Cooper - CTC End of the year meeting and celebration, AgRA Call, West Slope Health Care Coalition Call, Temple Butte Celebration, Sunnyside Employee Housing, Census, SMART
- ~~c. Website posting and press releases~~
- ~~d. General Discussion:~~

8. **ATTORNEY MATTERS**

(Any of these items may involve an Executive Session C.R.S 24-6-402)

- a. Update on Litigation
- b. Other, as needed.
  - 1. Discussion- CR 6HN, Reasonable Access

Present: Ryan Righetti, County Road, and Bridge Superintendent; Lynn Padgett, County Government Affairs/Natural Resources Director

9. **Adjournment.**

1:18 p.m.

20190522-BOCC-Audio

Respectfully submitted,

---

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

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Kris Holstrom, Chair

ATTEST:

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Lynn M. Black, County Administrator



AGENDA ITEM - 4.m.

**TITLE:**

Approval of Chair's signature on Special Events Permit, for San Miguel Bicycle Alliance, Inc, August 2, 2019 and August 3, 2019, at the Lawson Hill Fields, 135 Society Drive, Telluride CO., based on the County Clerk's Written Findings.

**Presented by:**

**Time needed:**

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Special Event Permit

Upload Date

6/6/2019

**WRITTEN FINDINGS**

Date: May 29, 2019

To: San Miguel County Board of Commissioners

Re: Special Events Permit for San Miguel Bicycle Alliance Inc  
P.O. Box 2127  
Telluride, CO 81435

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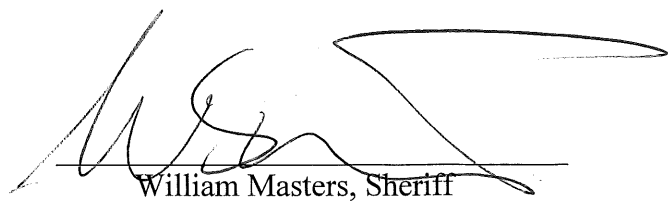
1. Fees: \$100.00 paid to San Miguel County, to serve regular Malt, Vinous & Spirituous Liquor August 02-03, 2019 to be held at the Lawson Hill Fields
2. Notice for posting on the proposed site was given to applicant June 7, 2019  
Notice does not need to be published in the Weekly Planet unless petitions of remonstrance's are filed with me.

Meeting to be held at 9:30 o'clock A.M., June 19, 2019 for approval of application.

The Sheriff's office will be notified of an opportunity to comment (on any possible perceived law enforcement) at the meeting.

3. Fingerprinting is not required for a Special Events Permit.
4. Application is complete with the following documents:
  - (a) Diagram showing where liquor will be served and consumer.
  - (b) Certificate of Good Corporate Standing.
  - (c) Written permission from Lawson Hill Propertyowners' Company, Owner.
  - (d) Insurance attached.

  
Stephannie Van Damme , County Clerk

  
William Masters, Sheriff



(Instructions on Reverse Side)



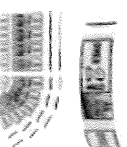


# YETI TRIBE GATHERING TELLURIDE LIQUOR SECURITY

## AUGUST 2-3, 2019



21 & Older Wristband



Event Participant Wristband



Liquor License Perimeter



Ingress/Egress



All participants part of the event will be given an event wristband. All participants 21 & older will wear the yellow age verified wristband after they have been ID'd. Beer/liquor can only be consumed while wearing the 21 & Older wristband.





Client#: 124254

YETICYCL

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Propel Insurance</b> <b>Seattle Commercial Insurance</b> <b>601 Union Street, Suite 3400</b> <b>Seattle, WA 98101-1371</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 206.676.4211</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS: cindy.penner@propelinsurance.com</b>	
<b>INSURED</b> <b>Yeti Cycling LLC</b> <b>621 Corporate Circle</b> <b>Golden, CO 80401</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: Federal Insurance Company</b>	<b>NAIC #</b> <b>20281</b>
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 10000 <input checked="" type="checkbox"/> Incl Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		36049014	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		73598675	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		78185214	07/01/2018	07/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Incidental Liquor Liability		36049014	07/01/2018	07/01/2019	Included in General Liability Limits

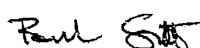
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status applies per policy forms and endorsements.

San Miguel County is Additional Insured per policy forms attached. Incidental Liquor Liability coverage is provided per general liability coverage forms.

## CERTIFICATE HOLDER

## CANCELLATION

<b>San Miguel County</b> <b>333 W Colorado</b> <b>Telluride, CO 81435</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Liability Insurance****Endorsement**

*Policy Period* JULY 1, 2018 TO JULY 1, 2019  
*Effective Date* JULY 1, 2018  
*Policy Number* 3604-90-14 SEA  
*Insured* YETI CYCLING LLC; YETI CYCLES LLC.  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* JULY 12, 2018

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Client#: 124254

YETICYCL

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Propel Insurance</b> <b>Seattle Commercial Insurance</b> <b>601 Union Street, Suite 3400</b> <b>Seattle, WA 98101-1371</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 206.676.4211</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS: cindy.penner@propelinsurance.com</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
		<b>INSURER A : Federal Insurance Company</b> <b>20281</b>	
<b>INSURED</b> <b>Yeti Cycling LLC</b> <b>621 Corporate Circle</b> <b>Golden, CO 80401</b>		<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded:10,000</b> <input checked="" type="checkbox"/> <b>Inc Liquor Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36049014	07/01/2018	07/01/2019	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73598675	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78185214	07/01/2018	07/01/2019	EACH OCCURRENCE <b>\$4,000,000</b> AGGREGATE <b>\$4,000,000</b> \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	<b>Incidental Liquor Liability</b>			36049014	07/01/2018	07/01/2019	<b>Included in General Liability Limits</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status applies per policy forms and endorsements.

San Miguel Bicycle Alliance Inc is Additional Insured per policy forms attached. Incidental Liquor Liability coverage is provided per general liability coverage forms.

**CERTIFICATE HOLDER****CANCELLATION**

**San Miguel Bicycle Alliance Inc**  
**PO Box 2127**  
**Telluride, CO 81435**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Endorsement**

<i>Policy Period</i>	JULY 1, 2018 TO JULY 1, 2019
<i>Effective Date</i>	JULY 1, 2018
<i>Policy Number</i>	3604-90-14 SEA
<i>Insured</i>	YETI CYCLING LLC; YETI CYCLES LLC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JULY 12, 2018

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





AGENDA ITEM - 4.n.

**TITLE:**

Ratification of Chair's signature on County Veterans Service Officer's May 2019 Report.

**Presented by:**

**Time needed:**

**PREPARED BY:**

Jim Botenhagen

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

This past month I have been busy finalizing the Disability Claim that I started in April 2019. Due to the new rules of claims I am hopeful to hear a decision within 120 days.

The Community Care program is continuing to show great progress on getting the Veterans medical care within a timely manner. The publication on the website and postings around town will hopefully get people in touch with the right people. I will continue to speak with Veteran's about this program.

The Veteran Service Officer's will be doing more video conference with training and should limit the travel for many of the VSO's. I will be working with Sean to set it up and get it functioning in the next few months.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

**Description**  
May Veterans Report

**Upload Date**  
6/6/2019



Colorado Department of Military and Veterans Affairs  
County Veterans Service Officers Monthly Report and Certification of Pay

County of SAN MIGUEL Month of MAY 2019

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls	6	21-4142 & 21-4142a	
Office Visits		<b>MILITARY RECORDS/CORRECTIONS</b>	
Home Visits		SF180	
Outreach Visits		DD149	
Community Events		DD293	
Request for Medal		NA13075	
Operation Recognition		Other	
Correspondence Rec'd		<b>NSC PENSION</b>	
Correspondence Written		21-527EZ	
Info/Referral/Inquiries		21-8416	
VCAA Notice		<b>WIDOWS PENSION</b>	
State Benefits		21-534EZ	
Income Verifications		21-8416	
<b>NEW CLAIMS INITIATED</b>		<b>DIC</b>	
21-22 CVA	1	21-5234EZ	
21-22 others			
<b>SC ENTITLEMENT</b>		<b>WAIVERS/COMPROMISE</b>	
21-526EZ	1	21-5655	
21-0966 Informal		<b>APPEALS</b>	
21-4138	1	21-0985 NOD	
21-526EZ Reinstate		VA Form 9	
21-526EZ IU		<b>VA HOME LOAN</b>	
21-8940 IU		26-1800	

21-4192 IU Employer		<b>INCARCERATED VETERANS</b>	
21-4138 SMC		21-526EZ Reinstatement	
21-686c Dependency		21-4138 Apportionment	
21-674 School Attendance			
<b>VA HEALTHCARE</b>		<b>INSURANCE CLAIMS</b>	
10-10EZ		29-357	
CHAMPVA		29-4364	
		29-336 Beneficiary	
		29-4125 Lump Sum	
<b>HOMELESS VETERANS CLAIMS</b>		<b>VTF REQUESTS</b>	
Service Connection		Rental Assistance	
NSC Pension		Utilities Assistance	
<b>VOC REHAB</b>		Prescription Assistance	
28-1900 CH31		Food Assistance	
<b>MISC CLAIMS</b>		Transportation Assistance	
21-8678 Clothing Allow		Clothing Assistance	
21-4502 Adaptive Equip.		Other	
26-4555 Housing		<b>SURVEYS</b>	
10-0103 HISA Grant		VSO Feedback and Comment Forms Submitted	
CRSC			
<b>BURIAL ALLOWANCE</b>			
21P-530			
40-1330			
21-2008			
26-1817			

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### Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of MAY, 2019 from SAN MIGUEL county.

Salary	\$ <u>925.00</u>
Expenses	\$ _____
Office Space	\$ _____
Telephone	\$ _____
Office Supplies	\$ _____
Travel	\$ <u>130.50</u>
Training Conference	\$ _____
Other	\$ _____
 TOTAL	 \$ <u>1055.50</u>

\_\_\_\_\_  
Signature of County Veterans Service Officer

6-3-2019  
Date

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### Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

Kris Johnson County Commissioner or Designee of  
SAN MIGUEL County  
6/5/2019 Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15<sup>th</sup> day the following month.

Mail to:  
Colorado Division of Veterans Affairs  
Attention: Director  
1355 South Colorado Blvd.  
Building C, Suite 113  
Denver, Colorado 80222



E.S = EMAILS SENT

E.R = EMAILS RECEIVED

## VETERANS SERVICE OFFICE E-MAILS MAY 2019

E.R MAY 2 IGLESIAS, JOANNE - DIR. DIV OF VET AFFAIRS - WEST, MISSION ACT

E.R MAY 2 IGLESIAS, JOANNE - MEET & GREET MAJ. GENERAL MICHAEL LOH

E.R MAY 3 GREG GOETTSCHE - VETERANS & FAMILY RESOURCE UPDATE MAY 2019

E.R MAY 3 IGLESIAS, JOANNE - FWD: JOB POSTING

E.R MAY 6 IGLESIAS, JOANNE - FWD: VIETNAM TRAVELING WALL JUNE 5

E.R MAY 7 IGLESIAS, JOANNE - FWD: VET MOTORSPORTS SEEKS PARTICIPANTS

E.R MAY 7 IGLESIAS, JOANNE - WEEKLY NEWSLETTER MAY 3, 2019

E.R MAY 8 IGLESIAS, JOANNE - FWD: MISSION ACT MAY - COMMUNITY CARE PROGRAM

E.R MAY 8 CARMEN, WARFIELD - MINDFULNESS CLASS TODAY @ 12

E.R MAY 9 MITCH MARKIEWICZ - SURPRISE PARTY FOR MIKE ROZYCKI

E.R MAY 10 IGLESIAS, JOANNE - FWD: EVENT COMING VA - AM LEGION PALISADE

E.R MAY 10 IGLESIAS, JOANNE - WRDS YOU TUBE

E.R MAY 13 HOWARD, KRISTI - POSITIONS AVAILABLE, DEEP CK & IT

E.R MAY 14 IGLESIAS, JOANNE - AM. LEGION EVENT

E.R MAY 14 IGLESIAS, JOANNE - CAR GIVEAWAY

E.R MAY 14 IGLESIAS, JOANNE - CONGRESSIONAL FORUM

E.R MAY 19 BRODERICK, SHANNON - PICNIC TABLES / FARM DISC

E.R MAY 16 HEATHER ELWOOD - APRIL FINANCE REPORT

E.R MAY 16 GOOGLE - ACCT RECOVERED SUCCESSFULLY

E.R MAY 20 MUELLER, DAVID - OIL DALE MOVIE

E.R MAY 23 IGLESIAS, JOANNE - FWD: LAW COVERING BURIAL EXPENSES

E.R MAY 24 IGLESIAS, JOANNE - FWD: WAILY JCF NEWSLETTER

E.R MAY 25 IGLESIAS, JOANNE - FWD: WWII VETS COFFEE GR. JCF.

E.R MAY 29 IGLESIAS, JOANNE - FREE DENTAL CARE FOR VETS

E.R MAY 30 IGLESIAS, JOANNE - VIDEO CAMERA

E.S MAY 30 BOTENHAGEN TO IGLESIAS - "YES PLEASE"



E.R MAY 30 IGLESIAS, JOANNE - NEW COUNTY SURVEY FORM

E.R MAY 31 IGLESIAS, JOANNE - FWD VIGN 19 MISSION ACT INFO (HEALTH CARE)

E.R

Telephone - T, Email - E	Month of <u>MAY 2019</u>
<b>Contact</b>	<b>Services Provided</b>
PETER FLEMING	Assistance with filling out forms and paperwork
PETER FLEMING	Benefits Representation - <u>Filing VA Claims and appeals</u> , Pension and Aid
	Burial Benefits, funeral benefits, Headstones and Markers
	Colorado State and Veterans Nursing Homes/Nursing home care
	Community Outreach and Advocacy Type: _____
	Medals Request, Replacement of - military records, medals, awards
PETER FLEMING	Disability Compensation
	Education and Training
	Employment Assistance, Vocational rehabilitation
	Home Loans
	Incarcerated Veterans and Homeless Veterans Initiatives
	Life Insurance
	Memorial benefits
	Operation Recognition
	Survivor benefits
	Other: <u>27 EMAILS RECEIVED</u> <u>1 EMAIL SENT</u>

Signature of County Veterans Service Officer

*John Botenhausen*

6.3.2019

DATE





AGENDA ITEM - 4.o.

**TITLE:**

Ratification of Chair's signature on a letter To Xcel Energy concerning Ames Hydroelectric Generating Plant.

**Presented by:**

**Time needed:**

**PREPARED BY:**

Kris Holstrom

**RECOMMENDED ACTION/MOTION:**

To approve as presented.

**INTRODUCTION/BACKGROUND:**

See attached letter.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Ames Hydro Plant Letter

Upload Date

6/6/2019



## BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

June 3, 2019

Ms. Christine Johnston, Senior Environmental Analyst  
Xcel Energy, 1800 Larimer Street, Suite 1300  
Denver, CO 80202

Dear Ms. Johnston,

As you know, San Miguel County, Xcel Energy ("Xcel") and the U.S. Forest Service have been discussing conveyance of the three main structures affiliated with the Ames Hydroelectric Generating Plant. The main structures include the penstock in its entirety, the surge tank, and the Howards' Fork diversion dam. The structures are owned by Xcel but are situated on USFS property. The County Historic Commission recommended preservation of the structures, and the Board of County Commissioners discussed potential acceptance of these structures at two publicly held meetings on March 11 and May 29, 2019. At this time ownership of the two smaller shed structures near the surge tank is uncertain, and the USFS is working on confirmation.

Based on their historic status and federal energy regulations, Xcel is required to consult with the Colorado State Historic Preservation Office and obtain permission from the Federal Energy Regulatory Commission regarding the decommissioning of the Ames Penstock structures. As Janet Kask, County Director of Parks & Open Space, relayed, if the County assumes ownership and liability of the three main structures from Xcel, we would require a financial contribution for long-term management including but not limited to; historic preservation and stabilization, trail building, interpretive signage, an environmental analysis of the diversion dam and potential river restoration.

Xcel's original FERC demolition proposal included removal of the entire penstock and surge tank and a modification of the diversion structure to allow for the continuous flow of water. Xcel provided county staff with a rough estimate for these projects of \$1.5-\$2M. If the County assumes ownership and liability of the structures, those expenditures will not be necessary.

On May 29, 2019, the Board of County Commissioners voted to assume ownership and liability of the diversion dam, penstock and surge tank IF an acceptable financial arrangement is reached between Xcel and the County. We would like for our attorney, Amy Markwell to begin discussions with your staff as soon as possible to determine the next steps. We look forward to participating in these conversations and hope for a mutually beneficial outcome.

Sincerely,  
San Miguel County, Colorado  
Board of Commissioners

  
Kris Holstrom, Chair



AGENDA ITEM - 5.a.

**TITLE:**

9:35 a.m. Update with San Miguel Basin Executive Director.

**Presented by:** Yvette Henson, San Miguel Basin Ext Director

**Time needed:** 20 mins

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

**INTRODUCTION/BACKGROUND:**

Tentative Early Afternoon

Hello all,

I have attached our first quarter CSUE Accomplishment Report and a summary of programing for 2018.

Let me know if there is anything else you would like to know.

Also, I will get on the agenda for an upcoming BOCC meeting to talk in person. I'd like to meet Lance and answer any questions. Is there any other information besides what I have included in this email would you like me to bring to that meeting?

Respectfully yours,

Yvette

Yvette Henson

San Miguel Basin Extension Director

Horticulture, Natural Resources, Agriculture, Family Consumer Sciences, 4-H Youth Agent

1120 Summit Street, PO Box 130, Norwood, CO 81423

970-327-4393 (office), 970-708-4786

Yvette.Henson@colostate.edu

**FISCAL IMPACT:**

---

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			



AGENDA ITEM - 5.b.

**TITLE:**

Consideration of a request by the San Miguel Basin Rodeo to sponsor the Rodeo in the amount of \$1,500 for the summer of 2019./MOTION

**Presented by:**

**Time needed:** 5 mins

**PREPARED BY:**

Janet Kask, County Parks and Open Space Director

**RECOMMENDED ACTION/MOTION:**

**INTRODUCTION/BACKGROUND:**

See attached email concerning the request for sponsorship.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Email concerning a County Sponsor

Upload Date

6/12/2019





Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt;

---

**Re: San Miguel Basin Rodeo - County Sponsor?**

1 message

---

**Amy Markwell** <amym@sanmiguelcountyco.gov>

Tue, Jun 11, 2019 at 5:52 PM

To: Janet Kask &lt;janetk@sanmiguelcountyco.gov&gt;, Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt;

Cc: Kris Holstrom &lt;krish@sanmiguelcountyco.gov&gt;, Lance Waring &lt;lancew@sanmiguelcountyco.gov&gt;, Hilary Cooper &lt;hilaryc@sanmiguelcountyco.gov&gt;, Lynn Black &lt;lynnb@sanmiguelcountyco.gov&gt;

I would request that this discussion occurs during a BOCC meeting since it has the potential of resulting in a formal decision of the Board rather than just staff direction. Can we add it as a 5 minute topic on the June 17 agenda? If that doesn't give enough time to get back to the SMB Rodeo board, we can readjust the timing.

Thanks!

*Amy*Amy T. Markwell  
San Miguel County AttorneyP.O. Box 791  
333 West Colorado Avenue, 3rd Flr.  
Telluride, CO 81435  
Tel.: 970-728-3879  
FAX: 970-728-3718  
amym@sanmiguelcountyco.gov

**CONFIDENTIALITY NOTICE:** This electronic mail transmission (email) has been sent by an attorney, and it is intended only for the use of the individual or entity to which it is addressed. This email may contain information that is attorney work product, privileged, confidential, exempt or otherwise legally protected from disclosure under applicable law. If the reader of this email is not the intended recipient or an employee or agent responsible for delivering the information to the intended recipient, you are hereby notified that any review, retention, use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this email in error, please immediately notify us by email at amym@sanmiguelcountyco.gov and delete this message from all locations on your computer. Thank you.

On Tue, Jun 11, 2019 at 5:37 PM Janet Kask <janetk@sanmiguelcountyco.gov> wrote:

Hi all,

The SMB Rodeo is scheduled for July 26th-27th at the Fairgrounds. The event is hosted by the Norwood Roping Club and they're not doing well financially. They've even questioned if it will take place. Therefore, they've made some assistance requests of the County.

They'd like the County to serve as a Gold Buckle sponsor (\$1500). The other levels of sponsorship - Silver Buckle \$750., Bronze Buckle \$500. and Spur Sponsor \$150.

They'd also like to attract more attendees from Telluride and requested some type of shuttle service.

They sell alcohol and feel the shuttle service can also provide a safe and/or designated driver ride home for those who require it.

I've contacted David Averill and am awaiting his feedback regarding costs, etc.

Their last request is for the County to contribute to their porta-potty cost of approx. \$600.

I have adequate funds in the POS budget and am supportive of this event to assist financially to ensure it still takes place this year. Please provide me with your comments. Thanks.  
Janet

--

**Janet Kask, Director**

Parks & Open Space, San Miguel County

P.O. Box 1170, Telluride, CO 81435

Phone: (970)369-5469, Fax: (970)728-3718

janetk@sanmiguelcountyco.gov





AGENDA ITEM - 5.c.

**TITLE:**

10:00 a.m. Meeting the new District Ranger for the Ouray Ranger District of GMUG.

**Presented by:** Dana Gardunio, Ouray District Ranger

**Time needed:** 20 mins

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

**INTRODUCTION/BACKGROUND:**

5-8-2019 Confirmed anytime after 9:00 a.m. I'm the new District Ranger for the Ouray RD of the GMUG. Since a portion of my district (a very small section) covers San Miguel County, I was interested in finding an opportunity to introduce myself and meet the commissioners. I'd be happy to give them an update on current projects on the District and answer any questions they may have, potentially along with Matt Zumstein from the Norwood Ranger District. Please let me know some date options and hopefully we can get something scheduled. Notify a week before on an approximate time.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			



AGENDA ITEM - 5.d.

**TITLE:**

10:20 a.m. Discussion of a letter of support on a proposal to rename two small reservoirs./MOTION

**Presented by:**

**Time needed:** 20 mins

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

Request a motion on the direction the board would like to do.

**INTRODUCTION/BACKGROUND:**

Additional Comments received via email:

----- Forwarded message -----

From: **john wontrobski** <johnwontrobski@yahoo.com>

Date: Wed, Jun 12, 2019 at 9:10 AM

Subject: Re: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs

To: Janet Kask <janetk@sanmiguelcountyco.gov>

Thanks Janet. I read the response by the US Board of Geographic Names to George Greenbank and I note it says that they are noting/hearing that the SMC Historic Commission is opposed to the name changes. I do not believe that is the case- we did not take a vote on the matter at the last meeting so I'd say the Board has not taken a position. George has certainly come out opposed, which is his right as an individual, but his opinion alone doesn't speak for the entire board. If JJ feels like a special meeting/session of the board is needed to vote, I'd be open to that, but since we talked about this at the last meeting and no one proposed a motion for or against, I'd simply say the Commission has not taken a formal position one way or the other.

John

**FISCAL IMPACT:**

<b>Contract Number:</b>	<b>Date Executed</b>	<b>End Date</b>	<b>Department(s)</b>
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description	Upload Date
Documentation	5/28/2019
Letter from U.S. Board on Geographic Names	6/12/2019

5.d 4/24/2019 } Originally on the agenda 4/24/19  
Request - to rename two small reservoirs

Approved

Promulgation authorized  
Executive Secretary  
Domestic Geographic Names

UNITED STATES  
BOARD ON GEOGRAPHIC NAMES

CASE BRIEF (Domestic)

**Elk Springs Reservoir:** reservoir; 1.3 acres; along an unnamed stream 1.8 mi. S of Hotchkiss Reservoir; named for elk, for which the land is managed and conserved; Sec 21, T45N, R11W, New Mexico Meridian; San Miguel County, Colorado; 38°08'23"N, 108°04'40"W; USGS map – Hotchkiss Reservoir 1:24,000; Not: V H Pasture Reservoir, V H Pasture Reservoir.  
[https://geonames.usgs.gov/apex/gazvector.getesrimap?p\\_lat=38.1396338&p\\_longi=-108.0776726&fid=186139](https://geonames.usgs.gov/apex/gazvector.getesrimap?p_lat=38.1396338&p_longi=-108.0776726&fid=186139)

Proposal: to change a name to reflect current land use

Map: USGS Hotchkiss Reservoir 1:24,000

Proponent: K. L. Spear; Placerville, CO

Administrative area: None

Previous BGN Action: None

Names associated with feature:

GNIS: V H Pasture Reservoir (FID 186139)

Local Usage: None found

Published: VH Pasture Reservoir (USFS environmental assessment, 2013); V H Pasture Reservoir (USGS 1967, 2011, 2013, 2016)

Case Summary: This proposal is to change the name of V H Pasture Reservoir, a 1.3-acre body of water in San Miguel County, to Elk Springs Reservoir. A second proposal, to change the name of Vurl Reservoir to Wapiti Reservoir (q.v.), was submitted by the same individual.

In 2014, the proponent acquired the land around the reservoir as part of a land trade with the U.S. Forest Service. He reports that his company, Spear Colorado LP, is placing the parcel in a conservation easement with Montezuma Land Conservancy in order to promote use of the land by elk and deer. He adds that the area had been used for cattle grazing since 1865 and the reservoir's current name refers to an old cattle herder. He is requesting that the name be changed to reflect the current land use.

USGS maps have labeled the feature V H Pasture Reservoir since 1967. A 2013 environmental assessment of the land trade published by the USFS used the name VH Pasture Reservoir. The individual to which "V H" refers is unknown; V H Camp is located 1.4 miles to the northwest in Montrose County.

GNIS lists many features in Colorado with "Elk" in their names. The nearest is Elk Creek, 14 miles to the south-southeast.

Proposed by: K. L. Spear; Placerville, CO

Submitted by: same

Prepared by: M. O'Donnell

Case ID: 5054

Reviewed by: J.Runyon

Date: 3/26/19

Date: same

Date: 3/27/19

Quarterly Review List: 435

Date: 3/29/19

Approved

Promulgation authorized  
Executive Secretary  
Domestic Geographic Names

UNITED STATES  
BOARD ON GEOGRAPHIC NAMES

CASE BRIEF (Domestic)

**Wapiti Reservoir:** reservoir; 0.25 acres; along an unnamed stream 2.3 mi. SSE of Hotchkiss Reservoir; “wapiti” is a Shawnee word for elk, for which the land is managed and conserved; Sec 22, T45N, R11W, New Mexico Meridian; San Miguel County, Colorado; 38°07’58”N, 108°04’27”W; USGS map – Hotchkiss Reservoir 1:24,000; Not: Vurl Reservoir.  
[https://geonames.usgs.gov/apex/gazvector.getesrimap?p\\_lat=38.1327506&p\\_longi=-108.0742544&fid=186140](https://geonames.usgs.gov/apex/gazvector.getesrimap?p_lat=38.1327506&p_longi=-108.0742544&fid=186140)

Proposal: to change a name to reflect current land use

Map: USGS Hotchkiss Reservoir 1:24,000

Proponent: K. L. Spear; Placerville, CO

Administrative area: None

Previous BGN Action: None

Names associated with feature:

GNIS: Vurl Reservoir (FID 186140)

Local Usage: None found

Published: Vurl Reservoir (USGS 1967, 2011, 2013, 2016; USFS environmental assessment, 2013)

Case Summary: This proposal is to change the name of Vurl Reservoir, a 0.25-acre body of water in San Miguel County, to Wapiti Reservoir. “Wapiti” is a Shawnee word for elk, meaning “white rump” and referring to the coloration of elk. The word is also used in Cree. This proposal is submitted along with a change from V H Pasture Reservoir to Elk Springs Reservoir (q.v.).

USGS maps have labeled the feature Vurl Reservoir since 1967. The origin of the name “Vurl” has not been determined and there are no other features with the name in the area. Vurl’s Farm Supply operated in Montrose, 25 miles to the northeast, from at least the 1970s to 2007.

GNIS lists a stream named Wapiti Creek 60 miles to the northeast in Gunnison County.

Proposed by: K. L. Spear; Placerville, CO

Submitted by: same

Prepared by: M. O’Donnell

Case ID: 5055

Reviewed by: J.Runyon

Date: 3/26/19

Date: same

Date: 3/27/19

Quarterly Review List: 435

Date: 3/29/19

## Domestic Geographic Name Report

1. Use this form to recommend a feature name or to suggest a name change.

2. For features on Federal lands, coordinate requests with the agency (U.S. Forest Service, National Park Service, Bureau of Land Management, etc.) for the administrative area in which the feature is located.

3. On the reverse side of this form give information on the local usage and authority for recommended name.

4. For more information about the Geographic Names Information System or the National Gazetteer program, contact the U.S. Board on Geographic Names at 703-648-4552.

5. Return this form to:

Executive Secretary for Domestic  
Geographic Names  
U.S. Geological Survey  
12201 Sunrise Valley Drive  
Reston, VA 20191-0523

**Action Requested:**

Proposed New Name

Application Change

Name Change

Other

**Recommended Name**

From VH Reservoir to Elk Springs Reservoir

State

Colorado

County or Equivalent

San Miguel

Administrative Area

**Specific Area Covered:**

Latitude: 38.0823 N " N S

Longitude: 10 80440 W "

See attached USGS Info

Mouth End Center

Latitude: \_\_\_\_° \_\_\_\_' \_\_\_\_" N

Longitude: \_\_\_\_° \_\_\_\_' \_\_\_\_" W E

Heading End

S Section(s) 21

Township(s) 45 N

Range(s) 11W

Meridian \_\_\_\_\_

Elevation 8681 ft./m.

See attached County Property Tax R0012556

Type of Feature (stream, mountain, populated place, etc.): Reservoir of 100 X 50 yds. three years ago I doubled it

Is the feature identified (including other names) in the Geographic Names Information System (GNIS)?

Yes

No

Unknown

If yes, please indicate how it is listed: \_\_\_\_\_

Description of Feature (physical shape, length, width, direction of flow, etc.): I

. This Reservoir is 100 X 50 yds . I doubled its size 3 years ago by expanding the dam.

Maps and Other Sources Using <u>Recommended</u> Name (include scale and date)	Other Names (variants)	Maps and Other Sources Using Other Names or Applications (include scale and date)

**Name Information** (such as origin, meaning of the recommended name, historical significance, biographical data (if commemorative), nature of usage or application, or any other pertinent information):

This land was previously Forest Service property until 6.24.14 when the Forest Service traded this land for an Inholding that I owned. They came to me. I am placing this private land into a conservation easement with the Montezuma Land Conservancy in Cortez Co. For the Elk and Deer, hence the name change from when it was used for Cattle grazing (VH was a Cattleman) and the Elk and Deer were pushed out. We are returning to pre-1865 state with no cows.

Is the recommended name in local usage?

Yes

NO No

If yes, for approximately how many years? \_\_\_\_\_



Is there local opposition to, or conflict, with the recommended name?      Yes      No **N**o (If yes, explain)

For proposed new name, please provide evidence that feature is unnamed:

Additional information:

Copy Submitted By (name): <b>K.L. Spear</b>		Title <b>President</b>	Telephone (day) <b>239-398-5477</b>	Date <b>3.26.19</b>
Company or Agency <b>Colorado LP</b>		Address (City, State, and ZIPCode) <b>6224 McKenzie Springs Rd, Placerville CO 81430</b>		
Copy Prepared By (if other than above):		Title	Phone (day)	Date
Company or Agency <b>Mailing address</b>		Address (City, State, and ZIPCode) <b>PO Box 74, Placerville CO 81430</b>		

Authority for Recommended Name	Mailing Address and Telephone	Occupation	Years in Area

[Query](#) [Result](#) [FAQs](#)

## Feature Detail Report for: V H Pasture Reservoir

ID: 186139

Name: V H Pasture Reservoir

Class: Reservoir (Definitions)

Citation: U.S. Geological Survey. Geographic Names Phase I data compilation (1976-1981). 31-Dec-1981. Primarily from U.S. Geological Survey 1:24,000-scale topographic maps (or 1:25K, Puerto Rico 1:20K) and from U.S. Board on Geographic Names files. In some instances, from 1:62,500 scale or 1:250,000 scale maps.

Entry Date: 13-Oct-1978

\*Elevation: 8658/2639

\*Elevations in feet/meters from the [National Elevation Dataset](#)

## Counties

Sequence	County	Code	State	Code	Country
1	San Miguel	113	Colorado	08	US

## Coordinates (One point per USGS topographic map containing the feature, NAD83)

Sequence	Latitude(DEC)	Longitude(DEC)	Latitude(DMS)	Longitude(DMS)	Map Name
1	38.1396338	-108.0776726	380823N	1080440W	Hotchkiss Reservoir

U.S. Department of the Interior || U.S. Geological Survey  
12201 Sunrise Valley Drive, Reston, VA 20192, USA  
[gnis\\_manager@usgs.gov](mailto:gnis_manager@usgs.gov)  
Form updated: December 31, 2018  
[USGS Privacy Policy and Disclaimers](#)

## Mapping Services

[GNIS in ESRI Map](#)  
[USGS The National Map](#)  
[HomeTownLocator](#)  
[ACME Mapper 2.0](#)  
[Microsoft Virtual Earth](#)  
[Find the Watershed](#)

## Important Links

[GNIS Home](#)  
[U.S. Board on Geographic Names](#)  
[Mapping Information](#)

ACCOUNT# R0012556  
PARCEL # 429915200000  
TAX DISTRICT # 404

REAL ESTATE PROPERTY TAX NOTICE  
2018 TAXES DUE IN 2019

SAN MIGUEL COUNTY TREASURER  
P.O. BOX 488, 305 W. COLORADO AVENUE  
TELLURIDE, CO 81435-0488

970-728-4451

TAX AUTHORITY	TAX LEVY	TEMP TAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSED
San Miguel County	11.96700	0.00000	63.06	LAND	\$0	\$0
Telluride Fire District	2.94300	0.00000	15.51	BUILDINGS/IMPROVE	\$0	\$0
SMC Public Library Distri	2.90200	0.00000	15.30	PERSONAL	\$0	\$0
Telluride School Dist R-1	13.02500	0.00000	68.64	TOTAL	\$18,181	\$5,270
San Miguel Solid Waste Di	0.40000	0.00000	2.11	SEN/VET EXEMPTION	(\$0)	(\$0)
San Miguel County Rec Dis	0.00000	0.00000	0.00	NET TOTAL	\$18,181	\$5,270
SMART	0.77500	0.00000	4.08			
SW Water Cons District	0.40700	0.00000	2.14			
Telluride Hospital Distri	3.60800	0.00000	19.02			
TOTAL	TOTAL NET LEVY = 36.02700		189.86			
	GRAND TOTAL		189.86			

MESSAGES

TO RECEIVE TAX NOTICES BY EMAIL BEGINNING  
NEXT YEAR, SIGN UP ONLINE AT  
WWW.SANMIGUELCOUNTYCO.GOV/TREASURER  
USING THIS E-NOTICE CODE:

ZGVNXLV9

S B 25 -- In absence of State Legislative Funding,  
Your School General Fund mill levy would have been 13.7720

PROPERTY DESCRIPTION (MAY BE ABBREVIATED)

DO YOU OWE DELINQUENT TAXES?

T45N R11W NMPM SEC 15 LOTS 5 6 AND 7 SEC 16 LOTS 3 4 7 AND 9 SEC 21 LOT 3 SEC  
22 LOTS 1 4 5 AND 6 SEC 27 LOTS 1 2 4 7 8 AND 10 CONT 461.84AC MOL

No

PAYMENT DUE DATE AMOUNT

FIRST HALF	FEB 28, 2019	94.93
SECOND HALF	JUN 17, 2019	94.93
FULL PAYMENT	APR 30, 2019	189.86

PROPERTY LOCATION: 000000000

SPEAR COLORADO LP A CO LP  
BOX 74  
PLACERVILLE, CO 81430



Make Checks Payable To:

SAN MIGUEL COUNTY TREASURER

4407 1/1

WE CANNOT ACCEPT POST DATED CHECKS  
OR PARTIAL PAYMENTS, THEY WILL BE RETURNED.

IF YOUR TAXES ARE PAID THROUGH YOUR  
MORTGAGE COMPANY, DO NOT PAY. IF YOU  
AREN'T SURE, CONTACT YOUR MORTGAGE CO.

SEE IMPORTANT INFORMATION ON BACK!

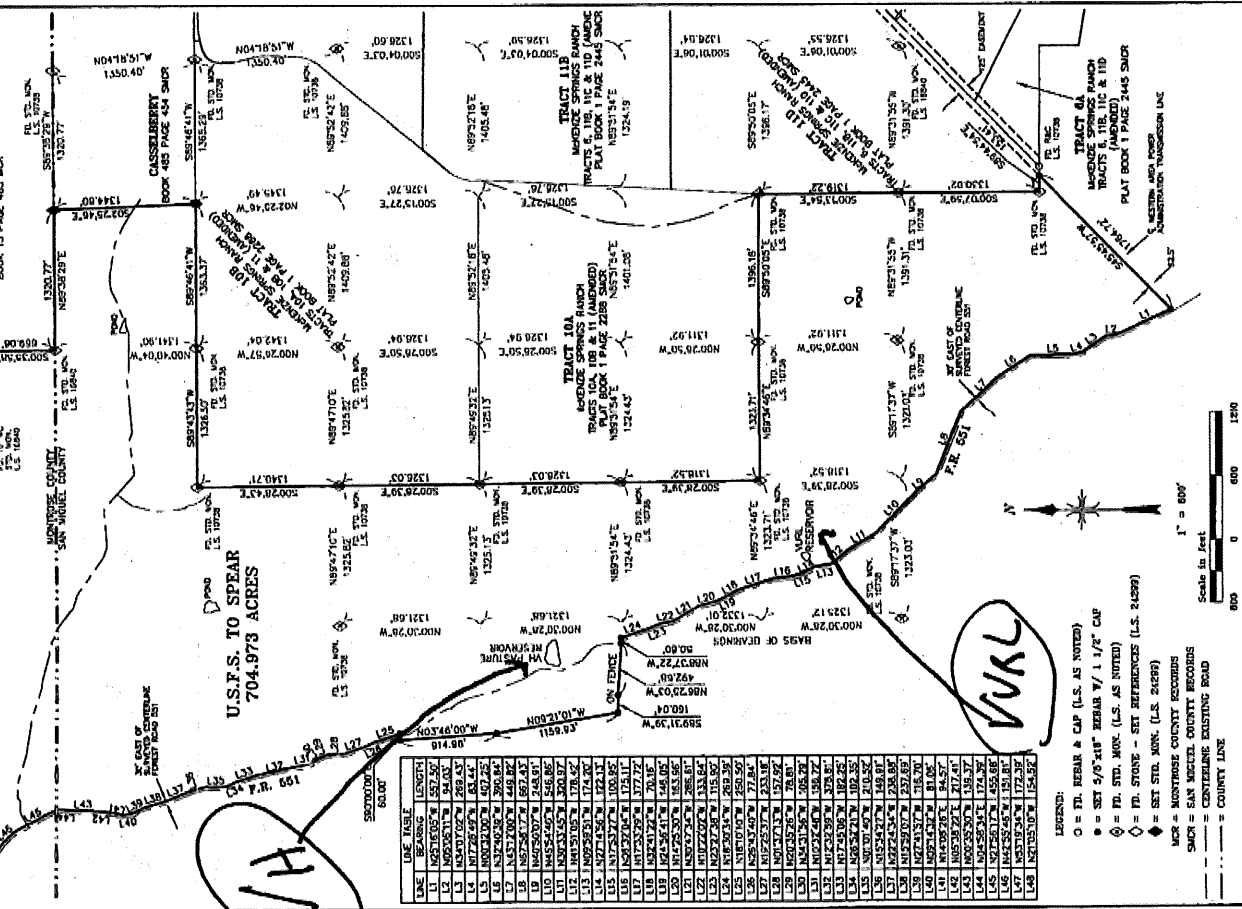
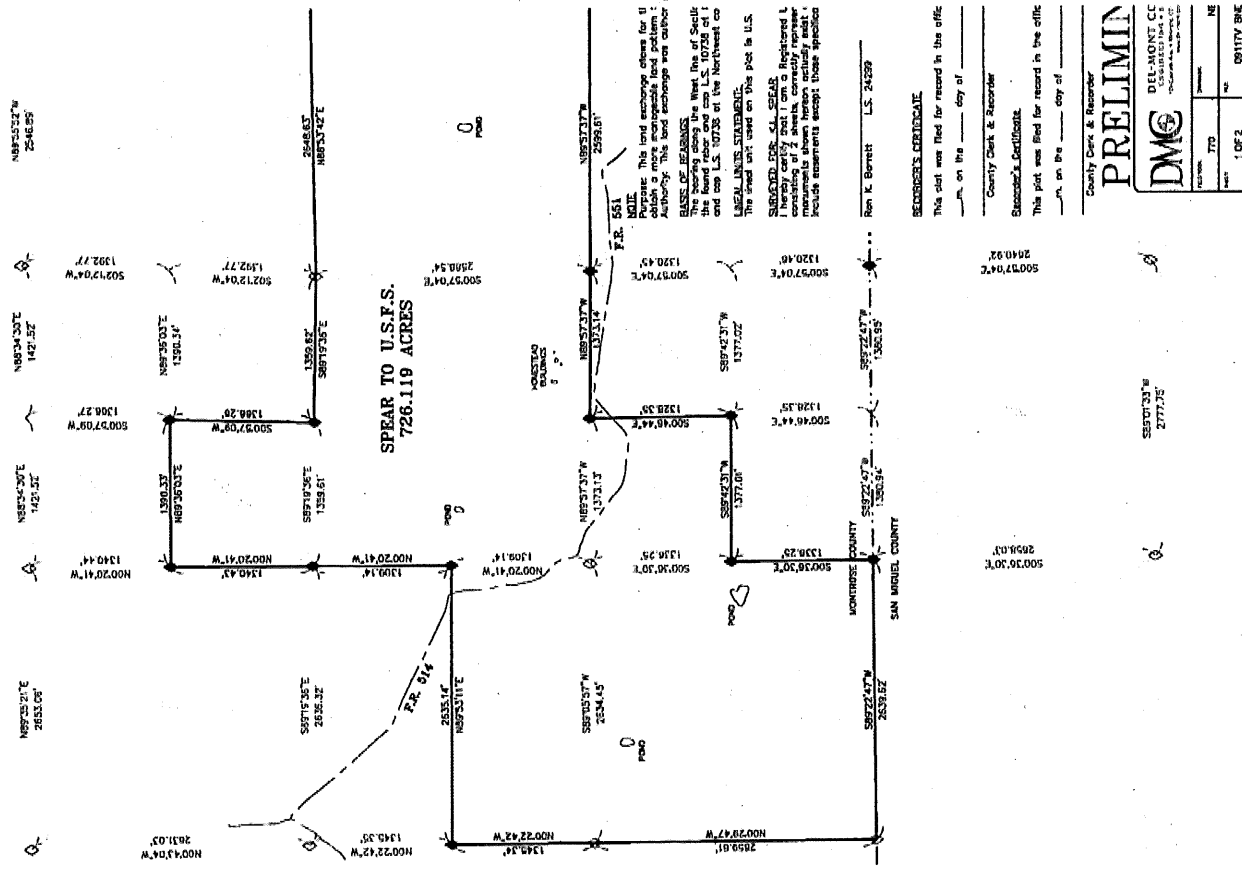
RETAIN TOP PORTION FOR YOUR RECORDS

TAX PAYMENT MUST BE POSTMARKED BY DUE DATE		DO YOU OWE DELINQUENT TAXES?	
2018 TAXES DUE IN 2019		No	
Return this coupon with payment to:		RETURN THIS COUPON WITH SECOND HALF PAYMENT	
San Miguel County Treasurer PO Box 488 Telluride, CO 81435		2nd Half Coupon	
IS YOUR ADDRESS CORRECT? (MAKE CHANGES BELOW)		ACCOUNT NUMBER	
NEW ADDRESS _____		R0012556	
CITY _____ STATE _____ ZIP _____			
SIGNATURE _____			
PROPERTY OWNER OF RECORD		SECOND HALF DUE BY JUN 17, 2019 94.93	
4407*11**G50**0.43**1/2*****AUTOS-DIGIT 81410 SPEAR COLORADO LP A CO LP PO BOX 74 PLACERVILLE CO 81430-0074			
PAYMENT MUST BE IN U.S. FUNDS AND DRAWN ON A U.S. BANK			

TAX PAYMENT MUST BE POSTMARKED BY DUE DATE	DO YOU OWE DELINQUENT TAXES?
2018 TAXES DUE IN 2019	No

# LAND EXCHANGE PLAT

IN SECTIONS 8, 9, 15, 16, 17, 21, 22 & 27, TOWNSHIP 4,  
RANGE 11 WEST, NEW MEXICO PRINCIPAL MERID  
MONTROSE & SAN MIGUEL COUNTIES, COLORADO

[illegible]

LEGEND:

○ = Ttl. REBAR & CAP (U.S. AS NOTED)

● = SET 5/8"X18" REBAR  $\frac{1}{2}$  / 1 1/2" CAP

⊙ = SET 5/8" MO. (U.S. AS NOTED)

◇ = Ttl. STONE - SET REFERENCES (U.S. 24299)

◆ = SET STL. MON. (U.S. 24299)

MCB = MONTGOMERY COUNTY RECORDS

SMCB = SAN MATEO COUNTY RECORDS

----- = CENTRALE EXISTING ROAD

..... = COUNTY LINE

Scale

000

**SHERIFF'S CERTIFICATE**

This act was filed for record in the office  
of \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

County Clerk & Recorder  
*Sharon A. Bartholomew*

This act was filed for record in the office  
of \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

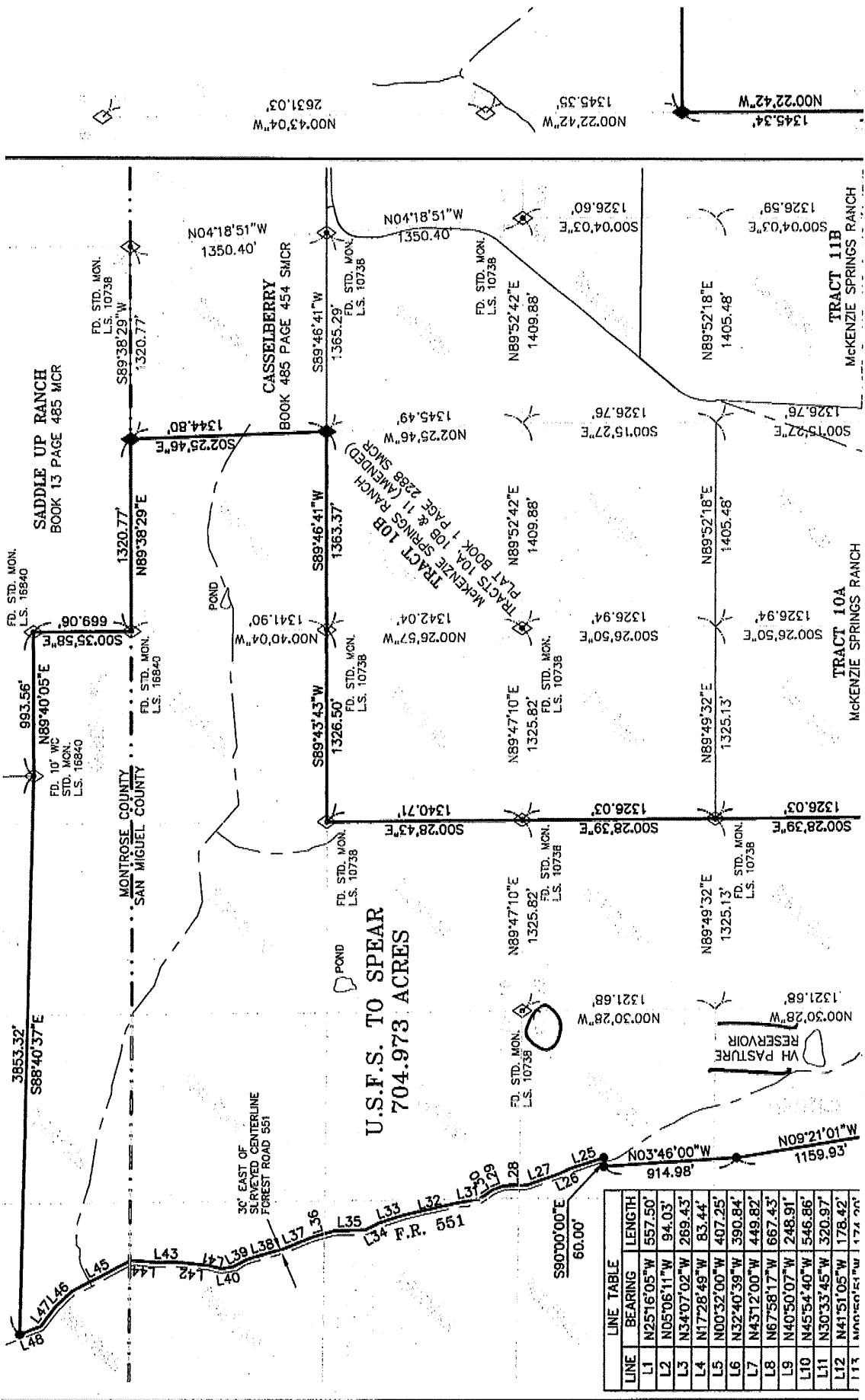
County Clerk & Recorder

**PRELIMIN**

**DMC** DEL-MONT CC  
DELMONT PA 15028  
TEL-717-962-1100 FAX-717-962-1100

FILE NO.	770	JANUARY
DATE	1982	COUNTY DE

204092 50077047



U.S.F.S. TO SPEAR  
704.973 ACRES

LINE	BEARING	LENGTH
L1	N25°16'05"W	557.50'
L2	N05°06'11"W	94.03'
L3	N34°07'02"W	269.43'
L4	N17°28'49"W	83.44'
L5	N00°32'00"W	407.25'
L6	N32°40'39"W	390.84'
L7	N43°12'00"W	449.82'
L8	N67°58'17"W	667.43'
L9	N40°50'07"W	248.91'
L10	N45°54'40"W	546.86'
L11	N30°33'45"W	320.97'
L12	N41°51'05"W	178.42'
L13	N40°01'51"W	174.92'

## Domestic Geographic Name Report

1. Use this form to recommend a feature name or to suggest a name change.

2. For features on Federal lands, coordinate requests with the agency (U.S. Forest Service, National Park Service, Bureau of Land Management, etc.) for the administrative area in which the feature is located.

3. On the reverse side of this form give information on the local usage and authority for recommended name.

4. For more information about the Geographic Names Information System or the National Gazetteer program, contact the U.S. Board on Geographic Names at 703-648-4552.

5. Return this form to:

Executive Secretary for Domestic  
Geographic Names  
U.S. Geological Survey  
12201 Sunrise Valley Drive  
Reston, VA 20191-0523

**Action Requested:**

Proposed New Name

Application Change

Name Change

Other

**Recommended Name**

From Vurl Reservoir to Wapiti Pond or Reservoir

State  
Colorado

County or Equivalent  
San Miguel

Administrative Area

**Specific Area Covered:**

Latitude: 38.0758 N " NS

Longitude: 10.80427 W " WE

See attached USGS Info

Mouth End Center

Latitude:    °    '    " NS

Longitude:    °    '    " WE

Heading End

Section(s) 22 Township(s) 45 N

Range(s) 11W

Meridian    

Elevation 8681 /m.

See attached County Property Tax R0012557

Type of Feature (stream, mountain, populated place, etc.): Pond of 40 X 50 yds or call it a Reservoir

Is the feature identified (including other names) in the Geographic Names Information System (GNIS)?

Yes No Unknown If yes, please indicate how it is listed:    

Description of Feature (physical shape, length, width, direction of flow, etc.): This is a small Pond. This past Fall I doubled its size.

Maps and Other Sources Using <u>Recommended</u> Name (include scale and date)	Other Names (variants)	Maps and Other Sources Using Other Names or Applications (include scale and date)

**Name Information** (such as origin, meaning of the recommended name, historical significance, biographical data (if commemorative), nature of usage or application, or any other pertinent information):

This land was previously Forest Service property until 6.24.14 when the Forest Service traded this land for an Inholding that I owned. I am placing this private land into a conservation easement with the Montezuma Land Conservancy in Cortez Co. For the Elk and Deer, hence the name change from when it was used for Cattle grazing (Vurl was a Cattleman) and the Elk and Deer were pushed out. We are returning to pre-1865 state with no cows.

Is the recommended name in local usage? Yes NO No If yes, for approximately how many years?

Is there local opposition to, or conflict, with the recommended name?      Yes      No **NO** (If yes, explain)

For proposed new name, please provide evidence that feature is unnamed:

Additional information:

Copy Submitted By (name): <b>K.L. Spear</b>		Title <b>President</b>	Telephone (day) <b>239-398-5477</b>	Date <b>3.26.19</b>
Company or Agency <b>Colorado LP</b>		Address (City, State, and ZIPCode) <b>6224 McKenzie Springs Rd, Placerville CO 81430</b>		
Copy Prepared By (if other than above):		Title	Phone (day)	Date
Company or Agency <b>Mailing address</b>		Address (City, State, and ZIPCode) <b>PO Box 74, Placerville CO 81430</b>		

Authority for Recommended Name	Mailing Address and Telephone	Occupation	Years in Area



## Geographic Names Information System (GNIS)

Stop! Do not bookmark or copy/paste this URL before reading [FAQs](#).

[Query](#) [Result](#) [FAQs](#)

### Feature Detail Report for: Vurl Reservoir

ID: 186140  
X Name: Vurl Reservoir  
Class: Reservoir (Definitions)  
U.S. Geological Survey. Geographic Names Phase I data compilation (1976-1981). 31-Dec-1981. Primarily from U.S. Geological Survey 1:24,000-scale topographic maps (or 1:25K, Puerto Rico 1:20K) and from U.S. Board on Geographic Names files. In some instances, from 1:62,500 scale or 1:250,000 scale maps.

Entry Date: 13-Oct-1978

\*Elevation: 8681/2646

\*Elevations in feet/meters from the [National Elevation Dataset](#)

### Counties

Sequence	County	Code	State	Code	Country
1	San Miguel	113	Colorado	08	US

### Coordinates (One point per USGS topographic map containing the feature, NAD83)

Sequence	Latitude(DEC)	Longitude(DEC)	Latitude(DMS)	Longitude(DMS)	Map Name
1	38.1327506	-108.0742544	<u>380758N</u>	<u>1080427W</u>	Hotchkiss Reservoir

U.S. Department of the Interior || U.S. Geological Survey  
12201 Sunrise Valley Drive, Reston, VA 20192, USA  
[gnis\\_manager@usgs.gov](mailto:gnis_manager@usgs.gov)  
Form updated: December 31, 2018  
[USGS Privacy Policy and Disclaimers](#)

### Mapping Services

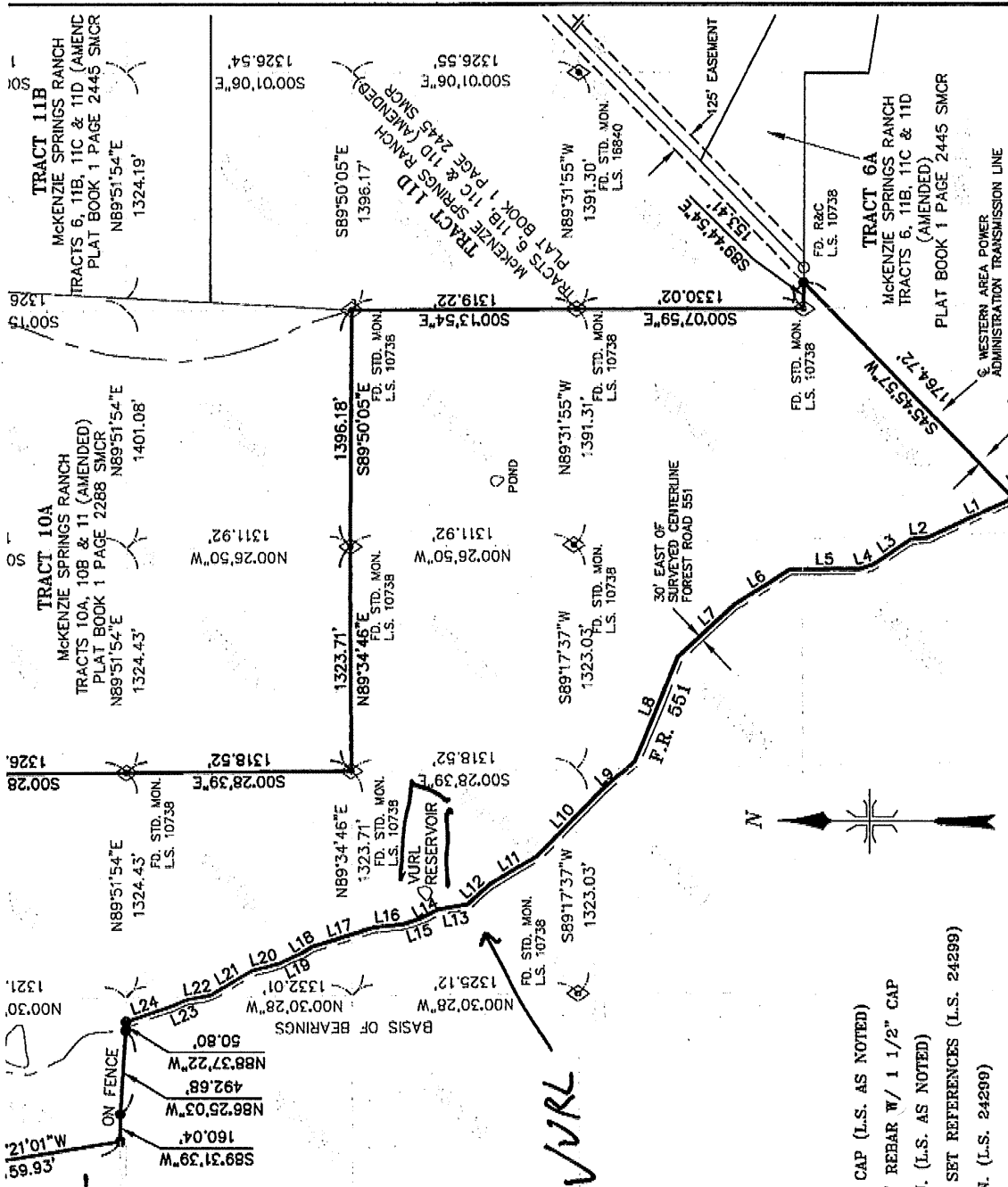
[GNIS in ESRI Map](#)  
[USGS The National Map](#)  
[HomeTownLocator](#)  
[ACME Mapper 2.0](#)  
[Microsoft Virtual Earth](#)  
[Find the Watershed](#)

### Important Links

[GNIS Home](#)  
[U.S. Board on Geographic Names](#)  
[Mapping Information](#)



L1	N43°34'40"W	298.80
L11	N30°33'45"W	320.97
L12	N41°51'05"W	178.42
L13	N09°59'51"W	174.20
L14	N27°14'56"W	122.13
L15	N17°53'27"W	100.95
L16	N08°32'04"W	175.11
L17	N17°33'29"W	377.72
L18	N32°41'22"W	70.16
L19	N24°56'41"W	146.05
L20	N14°25'30"W	163.96
L21	N30°47'34"W	286.61
L22	N10°22'02"W	133.84
L23	N23°27'38"W	115.90
L24	N18°30'34"W	269.39
L25	N18°10'10"W	250.50
L26	N28°43'40"W	77.84
L27	N19°25'37"W	233.18
L28	N01°37'13"W	157.92
L29	N20°35'26"W	78.81
L30	N34°31'56"W	105.29
L31	N10°32'48"W	156.72
L32	N12°32'59"W	378.81
L33	N17°45'06"W	182.25
L34	N26°52'21"W	102.35
L35	N01°01'40"W	210.52
L36	N15°34'27"W	149.91
L37	N22°24'34"W	238.88
L38	N15°59'07"W	237.69
L39	N27°41'57"W	116.70
L40	N09°14'32"W	81.06
L41	N14°08'26"E	94.57
L42	N05°38'22"E	217.41
L43	N00°35'30"W	139.37
L44	N04°58'34"E	174.39
L45	N27°56'17"W	455.68
L46	N42°55'46"W	151.81
L47	N53°19'34"W	172.39
L48	N21°05'10"W	154.52



- LEGEND:
- O = FD. REBAR & CAP (L.S. AS NOTED)
  - = SET 5/8"x18" REBAR W/ 1 1/2" CAP
  - ◊ = FD. STD. MON. (L.S. AS NOTED)
  - ◊ = FD. STONE - SET REFERENCES (L.S. 24299)
  - ◆ = SET STD. MON. (L.S. 24299)

ACCOUNT# R0012557  
PARCEL # 429915300000  
TAX DISTRICT # 104

REAL ESTATE PROPERTY TAX NOTICE  
2018 TAXES DUE IN 2019

SAN MIGUEL COUNTY TREASURER

P.O. BOX 488, 305 W. COLORADO AVENUE  
TELLURIDE, CO 81435-0488

970-728-4451

TAX AUTHORITY	TAX LEVY	TEMP TAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSED
San Miguel County	11.96700	0.00000	25.37	LAND	\$0	\$0
Telluride Fire District	2.94300	0.00000	6.24	BUILDINGS/IMPROVE	\$0	\$0
SMC Public Library Distri	2.90200	0.00000	6.16	PERSONAL	\$0	\$0
Telluride School Dist R-1	13.02500	0.00000	27.61	TOTAL	\$7,296	\$2,120
San Miguel Solid Waste Di	0.40000	0.00000	0.85	SEN/VET EXEMPTION	(\$0)	(\$0)
San Miguel County Rec Dis	0.00000	0.00000	0.00	NET TOTAL	\$7,296	\$2,120
SMART	0.77500	0.00000	1.64			
SW Water Cons District	0.40700	0.00000	0.86			
Telluride Hospital Distri	3.60800	0.00000	7.65			
TOTAL			76.38			
TOTAL NET LEVY = 36.02700			76.38			
GRAND TOTAL			76.38			

MESSAGES

TO RECEIVE TAX NOTICES BY EMAIL BEGINNING NEXT YEAR, SIGN UP ONLINE AT [WWW.SANMIGUELCOUNTYCO.GOV/TREASURER](http://WWW.SANMIGUELCOUNTYCO.GOV/TREASURER) USING THIS E-NOTICE CODE: VK9YWL3G

PROPERTY DESCRIPTION (MAY BE ABBREVIATED)

ALL IN T45N R11W NMPM SEC 15 PARCEL A 40.36 AC SEC 21 PARCEL A 32.75 AC PARCEL B 28.40 AC SEC 22 PARCEL A 40.23 AC PARCEL B 40.42 AC MORE PARTICULARLY DESCRIBED IN R433730 REC 6 26.14 OIL AND GAS AND OTHER MINERALS RESERVED ON THIS PARCEL CONT 182.16 AC MOL

PROPERTY LOCATION: 0000000000

DO YOU OWE DELINQUENT TAXES?

No

PAYMENT	DUE DATE	AMOUNT
FIRST HALF	FEB 28, 2019	38.19
SECOND HALF	JUN 17, 2019	38.19
FULL PAYMENT	APR 30, 2019	76.38

S B 25 -- In absence of State Legislative Funding,  
Your School General Fund mill levy would have been 13.7720

West Ranch  
182.16

VURL  
in this Section  
22  
South

West Ranch

UP 9.92  
UP 14.92

SPEAR COLORADO LP  
P O BOX 74  
PLACERVILLE, CO 81430



Make Checks Payable To:

SAN MIGUEL COUNTY TREASURER

4405 2/2

WE CANNOT ACCEPT POST DATED CHECKS  
OR PARTIAL PAYMENTS, THEY WILL BE RETURNED.

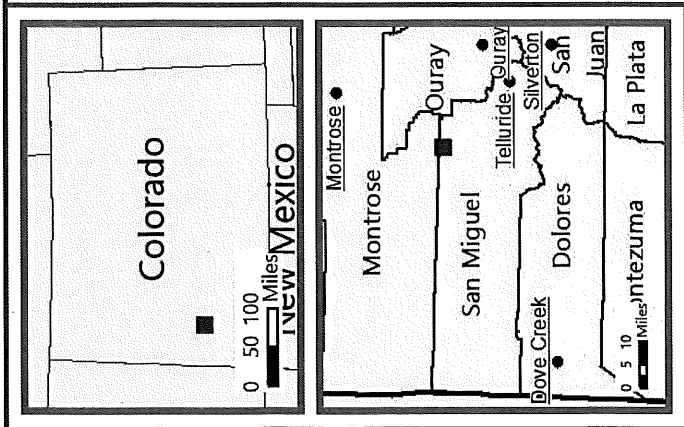
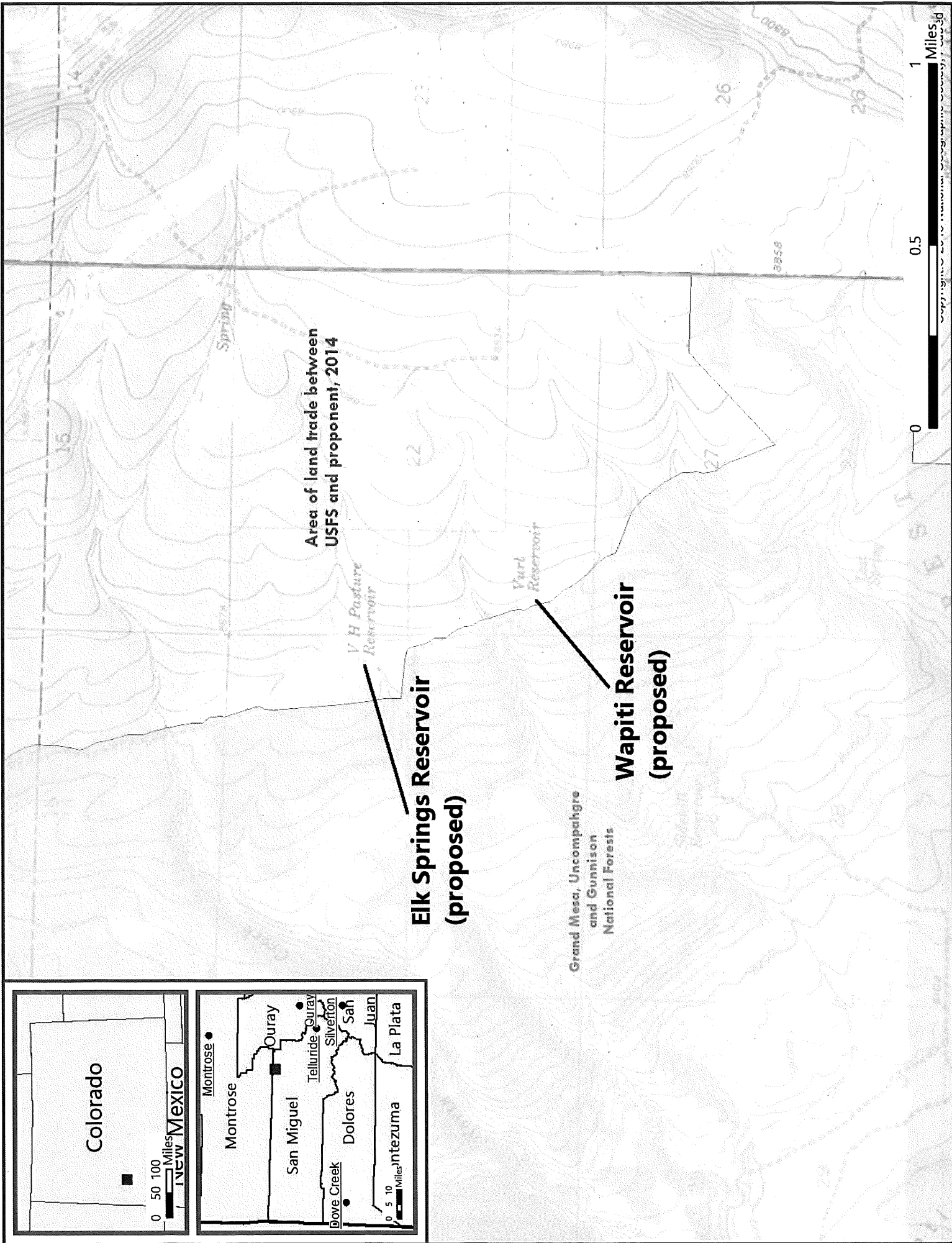
IF YOUR TAXES ARE PAID THROUGH YOUR  
MORTGAGE COMPANY, DO NOT PAY. IF YOU  
AREN'T SURE, CONTACT YOUR MORTGAGE CO.

SEE IMPORTANT INFORMATION ON BACK!

RETAIN TOP PORTION FOR YOUR RECORDS

TAX PAYMENT MUST BE POSTMARKED BY DUE DATE		DO YOU OWE DELINQUENT TAXES?
2018 TAXES DUE IN 2019		No
Return this coupon with payment to:	RETURN THIS COUPON WITH SECOND HALF PAYMENT	
San Miguel County Treasurer PO Box 488 Telluride, CO 81435	2nd Half Coupon	
IS YOUR ADDRESS CORRECT? (MAKE CHANGES BELOW)		ACCOUNT NUMBER
NEW ADDRESS _____		R0012557
CITY _____ STATE _____ ZIP _____		
SIGNATURE _____		
PROPERTY OWNER OF RECORD 4405*11**G50**0.67**24*****AUTO5-DIGIT 81410 SPEAR COLORADO LP PO BOX 74 PLACERVILLE CO 81430-0074		SECOND HALF DUE BY JUN 17, 2019 38.19
PAYMENT MUST BE IN U.S. FUNDS AND DRAWN ON A U.S. BANK		

TAX PAYMENT MUST BE POSTMARKED BY DUE DATE	DO YOU OWE DELINQUENT TAXES?
2018 TAXES DUE IN 2019	No





U.S. BOARD ON GEOGRAPHIC NAMES  
GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

This is to notify the U.S. Board on Geographic Names that the:

San Miguel Board of County Commissioners  
(Name of government entity, organization, or individual)

recommends that the U. S. Board on Geographic Names take the indicated action for the following proposed names:

	Approve	Reject	Take action as specified below	Render a decision without our recommendation
<u>Elk Springs Reservoir</u>	___	___	___	___
<u>Wapiti Reservoir</u>	___	___	___	___

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

(Name)

(Title)

(Address)

(Telephone)

(City, State, ZIP Code)

(E-mail)

(Signature)

(Date)

Return to: U.S. Board on Geographic Names  
U.S. Geological Survey  
523 National Center  
Reston VA 20192-0523  
Telephone: (703) 648-4552  
Fax: (703) 648-4549  
E-mail: BGNEXEC@usgs.gov

## **CHAPTER 3. DOMESTIC GEOGRAPHIC NAMES POLICIES**

### **Policy III. Commemorative Names**

Human influence on the land has taken many forms. One of the more prominent forms has been the association of people's names with the landscape. This has resulted in the adoption of many personal names and nicknames for identifying geographic features, such as mountains and streams.

**Sec. 1** The BGN will consider proposals to apply names or nicknames of deceased persons to geographic features in the United States and areas under its jurisdiction. The BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons.

**Sec. 2** The person being honored should have had either some direct or long-term association with the feature, or have made a significant contribution to the area, community, or State in which it is located.

**Sec. 3** A proposal commemorating an individual with outstanding national or international recognition may be approved even if the person was not directly associated with the geographic feature.

**Sec. 4** A proposal to revise or eliminate an existing personal commemorative name will usually be disapproved unless the proponent presents a compelling justification.

**Sec. 5** The BGN discourages the use of an individual's full name in a feature name. Exceptions are occasionally made to avoid ambiguity (see Policy IX. Long Names, Sec. 2).

**Sec. 6** Commemorative name proposals must meet the same basic criteria required of other name proposals.

#### **Guidelines**

A proposal to commemorate an individual should include evidence of local support for the proposed name and its application. Such evidence may be in the form of letters from the appropriate governing authorities and local residents, as well as, where appropriate, from historical societies, service organizations, etc.

The proponent must provide biographical information about the intended honoree(s), including his/her full name(s), death date(s), and evidence of any association with the feature proposed for naming (e.g., any evidence of local civic contribution). If the intended honoree has not been deceased at least five years, the proposal will be returned to the proponent with a request that it be resubmitted once the waiting period has passed.

## **CHAPTER 3. DOMESTIC GEOGRAPHIC NAMES POLICIES**

Examples of past decisions by the BGN have indicated “direct association” or “significant contribution” when the person being commemorated was:

- an early or long-time resident,
- a developer, restorer, or maintainer of the feature,
- a donor of land to local, State, Tribal, or Federal governments, and
- a person who played a large part in protecting the land for public benefit.

A person’s death on or at a feature, such as in a mountaineering accident or automobile or plane crash, does not necessarily meet the “direct association” criterion.

The BGN recognizes that personal names are often linked to an individual or family whose name has come to be associated with the feature. Commemoration in these cases may be appropriate. Ownership or management of the land or the feature may not meet the “significant contribution” criterion.

This policy does not apply to proposals for pets (nonhumans) (see Policy XII. Animal Names).



On Mon, Apr 8, 2019 at 10:03 PM Kris Holstrom <krish@sanmiguelcountyco.gov> wrote:

Put on an upcoming agenda?  
Thanks,  
Kris

----- Forwarded message -----

From: **O'Donnell, Matthew (Contractor)** <mjodonnell@contractor.usgs.gov>

Date: Mon, Apr 8, 2019 at 1:38 PM

Subject: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs

To: <krish@sanmiguelcountyco.gov>

Cc: <bocc@sanmiguelcountyco.gov>, Carol Lydic <clydic@usgs.gov>

The Honorable Kris Holstrom, Chair  
San Miguel Board of County Commissioners

krish@sanmiguelcountyco.gov

*Request to change  
the name  
of two small  
reservoirs*

Issue: Proposal to rename two small reservoirs north of Placerville

Dear Chair Holstrom:

As you may know, the U.S. Board on Geographic Names (BGN) is responsible by law for standardizing geographic names for use by the departments and agencies of the Federal Government. The owner of a parcel of land in northern San Miguel County north of Placerville has submitted two proposals to rename small reservoirs on the property. The reservoir currently named V H Pasture Reservoir would be renamed as Elk Springs Reservoir; the reservoir currently named Vurl Reservoir would be renamed as Wapiti Reservoir. The reservoirs are in Sec 21&22, T45N, R11W, New Mexico Meridian, on land that was recently part of a land trade between the proponent and the U.S. Forest Service.

Because local opinion is important to the BGN, we would like the opinion of the San Miguel Board of County Commissioners concerning this issue. We ask that you please share this request with any offices or others who might have an interest in this proposal. We will also be asking for input from the U.S. Forest Service.

The new names would reflect the current use of the land. The proponent is restoring the habitat to promote elk and deer use after decades of cattle grazing; "wapiti" is a Shawnee word for "elk." According to the proponent, the current names of the reservoirs reference historical cattle herders or ranchers. We were unable to find any details about any individuals in San Miguel County named "V H" or "Vurl" and we would be grateful if you could forward this request to the San Miguel County Historical Commission for their input.

These proposals are listed on the BGN's Review List #435, which is posted at [http://geonames.usgs.gov/domestic/quarterly\\_list.htm](http://geonames.usgs.gov/domestic/quarterly_list.htm). The case summaries are attached for your review and convenience. Also attached are the original proposals, a map showing the location of the reservoirs, and a Geographic Name Proposal Recommendation form to facilitate a response from your office.

The BGN will review this proposal under its Commemorative Names Policy, a copy of which is attached for your review as you consider the proposal. The Commemorative Names Policy states that "a proposal to revise or eliminate an existing personal commemorative name will usually be disapproved unless the proponent presents a compelling justification."

Thank you for your consideration of this request and we look forward to hearing from you. Meanwhile, if you have any questions, please don't hesitate to contact us. We may be contacted by mail at the address below; by telephone

at (703) 648-4553; by fax at (703) 648-4549; or by e-mail at [BGNEXEC@usgs.gov](mailto:BGNEXEC@usgs.gov).

Sincerely,

Matt O'Donnell, research staff  
For Lou Yost, Executive Secretary  
U.S. Board on Geographic Names  
U.S. Geological Survey  
12201 Sunrise Valley Drive  
MS 523  
Reston VA 20192-0523

cc:

[bocc@sanmiguelcountyco.gov](mailto:bocc@sanmiguelcountyco.gov)

Carol Lydic, National Map Liaison for CO and NM, [clydic@usgs.gov](mailto:clydic@usgs.gov)

Matt O'Donnell | Xcellent Technology Solutions, Inc.  
Contractor in support of U.S. Board on Geographic Names | Domestic Names Committee  
Phone/fax: 703.648.4553 / 703.648.4549  
Email: [mjodonnell@contractor.usgs.gov](mailto:mjodonnell@contractor.usgs.gov) (please note new email address)  
Room 1C112 (in library offices)

--



Kris Holstrom  
San Miguel County Commissioner  
District 3  
970-708-0933

--

**Janet Kask**, Director  
Parks & Open Space, San Miguel County  
P.O. Box 1170, Telluride, CO 81435  
Phone: (970)369-5469, Fax: (970)728-3718  
[janetk@sanmiguelcountyco.gov](mailto:janetk@sanmiguelcountyco.gov)







Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt;

## Fwd: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs

1 message

Janet Kask &lt;janetk@sanmiguelcountyco.gov&gt;

Fri, Apr 19, 2019 at 2:50 PM

To: Carmen Warfield &lt;boccclerk@sanmiguelcountyco.gov&gt;, Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt;

Hi Carmen,

FYI - Please read below. As per your request, I forwarded this to the Historical Commission. John W. is the only one to respond as of yet since everyone else is out of town.

I see you have this on the 4/24 BOCC agenda so I'm sending

John's comments to you for the record.

What is the deadline for official comments? Thanks.

Janet

----- Forwarded message -----

From: **john wontrobski** <johnwontrobski@yahoo.com>

Date: Tue, Apr 16, 2019 at 11:03 AM

Subject: Re: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs

To: Janet Kask &lt;janetk@sanmiguelcountyco.gov&gt;

*Comments from Historical Commission*

Janet,

Super interesting- I looked over this and have one question- it appears the reservoirs were transferred from the US Forest Service to KL Spear in a land trade and that Spear currently owns these- can't Spear name the reservoirs anything he/she wants? I don't understand the BGN's involvement in this.

Other than that I think the new names seem reasonable.

John W.

On Tuesday, April 16, 2019, 12:22:03 PM EDT, Janet Kask <janetk@sanmiguelcountyco.gov> wrote:

Hi all,

Please read below and see the attached documents.

This request has been submitted to the BOCC and input

is specifically requested from the Historical Commission.

Are any of you familiar with these reservoirs or the history and/or origin of their initial names?

Please advise. Thanks.

Janet

Att.

----- Forwarded message -----

From: **O'Donnell, Matthew (Contractor)** <mjodonnell@contractor.usgs.gov>

Date: Mon, Apr 8, 2019 at 1:38 PM

Subject: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs

To: &lt;krish@sanmiguelcountyco.gov&gt;

Cc: &lt;boccc@sanmiguelcountyco.gov&gt;, Carol Lydic &lt;clydic@usgs.gov&gt;

*Comments from**Historical Commission*

Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt;

**Re: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs**

1 message

Janet Kask &lt;janetk@sanmiguelcountyco.gov&gt;

Wed, Apr 24, 2019 at 4:45 PM

To: Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt;

Cc: Kris Holstrom &lt;kris@sanmiguelcountyco.gov&gt;, Lynn Black &lt;lynnb@sanmiguelcountyco.gov&gt;

Hi Carmen,

I forwarded comments on 4/19 from John Wontrobski of the County's Historical Commission.

I also asked about the official deadline to respond with comments.

Since then, Ted Wilson of the HC has responded and his comments -

"Hard to have a strong opinion on this one...the small reservoirs are most likely named for whoever operated back in there in the old days, so there's some historical significance to the names but no one knows what that history is - and now the reservoirs are on private property as part of a land trade, correct? It's difficult to be strongly opposed to the name changes since these folks own the reservoirs now".

We have 5 other members of the HC and I will forward comments to you as they are received.

Please let me know if you receive word of an official deadline.

Thanks.

Janet

On Wed, Apr 24, 2019 at 3:14 PM Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt; wrote:

Update on the conversation concerning a letter of support on a proposal to rename two small reservoirs. The board discussed this today and had two requests concerning staff direction.

1. For Janet to have the Historical Commission recommend if this is something they would approve of and advise the board if a letter of support is recommended.
2. For Heather Widlund to make sure there are no other Elk Springs Reservoir or Wapiti Reservoir in the County.

Thank you. We have not received a deadline on the paperwork we have received, and there has been no response to our email request.

*Carmen L. Warfield*

Carmen L. Warfield

Chief Deputy Clerk - BOCC

San Miguel County

333 W. Colorado Ave, 3rd Floor

PO Box 1170

Telluride, CO 81435

970-369-5429

E: [carmenw@sanmiguelcountyco.gov](mailto:carmenw@sanmiguelcountyco.gov)W: [www.sanmiguelcountyco.gov](http://www.sanmiguelcountyco.gov)



Carmen Warfield <carmenw@sanmiguelcountyco.gov>

## Fwd: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs

1 message

Janet Kask <janetk@sanmiguelcountyco.gov>

Wed, May 15, 2019 at 3:07 PM

To: Carmen Warfield <bocccclerk@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>, Kris Holstrom <krish@sanmiguelcountyco.gov>, Lynn Black <lynnb@sanmiguelcountyco.gov>

Hi Carmen,  
As per the request to comment on the proposed renaming of two reservoirs, please see the attached letter from **George Greenbank**. George is a member of the County's Historical Commission. I've forwarded other comments from HC members and George discussed his findings at last night's meeting.

**Kiernan Lannon** (another member of the HC) then weighed in with his comments below -

"I thought a fair amount about the research George did on the reservoir name issue, and I tend to agree with him that, as these names apparently have a tradition of being used and are linked to identifiable folks, it's probably not a great idea to change the names".

Please let me know if you have any questions. Thanks.  
Janet

Att.

*Historical Commission  
Comment*

----- Forwarded message -----

From: **Janet Kask** <janetk@sanmiguelcountyco.gov>

Date: Wed, Apr 24, 2019 at 4:45 PM

Subject: Re: Request for the San Miguel Board of County Commissioners's opinion about a proposal to rename two small reservoirs

To: Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Cc: Kris Holstrom <krish@sanmiguelcountyco.gov>, Lynn Black <lynnb@sanmiguelcountyco.gov>

Hi Carmen,  
I forwarded comments on 4/19 from John Wontrobski of the County's Historical Commission.  
I also asked about the official deadline to respond with comments.

Since then, Ted Wilson of the HC has responded and his comments -  
"Hard to have a strong opinion on this one...the small reservoirs are most likely named for whoever operated back in there in the old days, so there's some historical significance to the names but no one knows what that history is - and now the reservoirs are on private property as part of a land trade, correct? It's difficult to be strongly opposed to the name changes since these folks own the reservoirs now".

We have 5 other members of the HC and I will forward comments to you as they are received.  
Please let me know if you receive word of an official deadline.  
Thanks.  
Janet

On Wed, Apr 24, 2019 at 3:14 PM Carmen Warfield <carmenw@sanmiguelcountyco.gov> wrote:

This was already  
submitted 5/28/19  
by the SMC  
Historical Commission

May 14, 2019

Kris Holstrom, Chair  
Board of County Commissioners  
San Miguel County

Lou Yost, Executive Secretary  
U.S. Board on Geographic Names  
U.S. Geological Survey  
12201 Sunrise Valley Drive  
MS 523  
Reston, VA 20192-0523

RE: Proposed Name Change for Two Reservoirs Located in T45N, R11W,  
Sections 21 & 22, New Mexico Meridian

To Whom It May Concern:

Apparently, this name change request is from Spear Colorado, LP, the private owner. I've researched the property history at the San Miguel County Clerk's office; the location using County GIS, BLM map sites, USGS historic maps, Google maps; and contacted the Division 4 Water office in Montrose, Colorado.

I can make the following comments concerning the names: V.H. Pasture Reservoir and Vurl Reservoir.

I believe V.H. refers to Hans Von Hagen, a Ridgway resident, who purchased the A.E. Walther property in section 21, containing 160 a., on March 26, 1906. Probably a homestead. (See Warranty Deed #650).

I also located a Special Warranty Deed from April 29, 1942 for much property in the neighborhood. This document refers to "Von Hagen - Dallas Ditch" and "water rights decreed thereto".

I also located a quit claim deed, dated June 18, 2014 with the U.S. Forest Service as grantor to Spear Colorado, LP, 6224 McKenzie Springs Road, Placerville, Colorado 81430 for "1.6 ac/ft. water right for storage in the Vurl Reservoir .... adjudication December 31, 1972 .... decreed case #W0425 Water Division #4 on February 4, 1991.

When I contacted the Division 4 Water office, they indicated that "regardless of U.S. Forest Service, State or County name changes, the 2 reservoirs will remain V.H. Pasture Reservoir and Vurl Reservoir on water rights records".

The charge given the San Miguel County Historical Commission under the National Historic Preservation Act is to preserve our significant history.

Hans Von Hagen and Vurl were significant citizens and settlers of the McKenzie Springs neighborhood on Horse Fly Mesa. Creating ranches and claiming and improving water resource is a very significant part of the history of San Miguel, Ouray and Montrose Counties.

This is reflected in the recent effort of Ouray County and Ridgway to create a Ranching Museum. The considerable esteem the citizens of the County hold towards the late Marie Scott and other ranching families, including Telluride's diligent support of its designation as a National Historic Landmark District all suggest that preserving every name and artifact is appropriate.

The dropping of historic pioneer names and replacement with generic meaningless words is inappropriate.

Sincerely,  
George Greenbank, Member  
San Miguel County Historical Commission

Attachments:  
Warranty Deed  
Quit Claim Deed  
Special Warranty Deed  
Map

## WARRANTY DEED.

## WARRANTY DEED.

A. E. Halthen

TO

Hans Van Hagen

STATE OF COLORADO,  
COUNTY OF SAN MIGUEL.

This Warranty Deed was filed for record  
at 2:10 o'clock P. M., March  
27th, 1916., and duly  
recorded in Book 87, Page 650.

Fred B. Van Atta  
Recorder.

Deputy.

#21735

(Sec 21) in Township 45 North Range 11 W. N. M. P. M.,  
in Colorado containing 160 acres more or less.

This Deed, Made this 26th day of March  
in the year of our Lord one thousand Nine hundred and sixteen,  
between A. E. Halthen of Ridgway

of the County of Quay, and State of Colorado, of the first part, and

Hans Van Hagen of Ridgway

of the County of Quay, and State of Colorado, of the second part;

WITNESSETH, That the said part of the first part, for and in consideration of the  
sum of \$1000.00 (One thousand) DOLLARS,

to the said part of the first part in hand paid by the said part of the second part, the receipt  
whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed,  
and by these presents do grant, bargain, sell, convey and confirm unto the said part of  
the second part, heirs and assigns forever, all the following described lot of parcels

of land, situate, lying and being in the County of San Miguel, and State of Colorado, to-wit:  
The south half of the north east quarter  
(S. 1/2 N. 1/2 E. 1/4) of Section 21, Township 45 North, Range 11 West, 160 acres more or less.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion  
and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of  
the said part of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said part of the  
second part, heirs and assigns forever. And the said

A. E. Halthen party of the first part, for himself, his heirs, executors and  
administrators, does covenant, grant, bargain and agree to and with the said part of the second part, heirs and assigns,  
that at the time of the executing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure,  
perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain,  
sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains,  
sales, leases, taxes, assessments and incumbrances, of whatever kind or nature soever

and the above bargained premises in the quiet and  
peaceable possession of the said part of the second part, heirs and assigns, against all and every person or persons lawfully  
claiming or to claim the whole or any part thereof, the said part of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and  
year first above written.

Signed, Sealed and Delivered in the Presence of

A. E. Halthen (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF COLORADO,

County of Quay

E. J. Bunt, Notary Public, in and for said  
County, in the State aforesaid, do hereby certify that

A. E. Halthen who is personally known to me to be the  
person, whose name is subscribed to the annexed deed, appeared before me this day in person and acknowledged that he  
signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 26th day of March, A. D. 1916.  
My commission expires April 20, 1916.

(Notarial  
seal)

E. J. Bunt  
Notary Public

86248

SPECIAL WARRANTY DEED

J. F. Horn and Irene B. Horn  
To Roy J. Lewis and Ray Lewis

STATE OF COLORADO, )  
County of San Miguel. ) ss.

Filed for record at 4:05 o'clock  
P. M., April 29, 1942 and duly re-  
corded in Book 189, Page 202.

Wilma L. Piele,  
Recorder.

#####  
and being in the State of Colorado, to-wit:

S $\frac{1}{4}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 11; and  
W $\frac{1}{4}$  and W $\frac{1}{4}$  NE $\frac{1}{4}$  and NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 14; and  
S $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 15; and  
N $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  NE $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 22; and  
W $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 23.

All being in Township 45 North, Range 9 West of the N. M. Meridian in Ouray County.

S $\frac{1}{4}$  SE $\frac{1}{4}$  and NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 5; and  
N $\frac{1}{4}$  NW $\frac{1}{4}$  and SW $\frac{1}{4}$  NW $\frac{1}{4}$  and NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 6; and  
NW $\frac{1}{4}$  and W $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16; and  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 17; and  
SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 18.

All being in Township 45 North, Range 11 West of the N. M. Meridian in Montrose County.

E $\frac{1}{4}$  NE $\frac{1}{4}$  and SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 1; and  
SW $\frac{1}{4}$  and S $\frac{1}{4}$  SE $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 9; and  
SW $\frac{1}{4}$  of Section 10; and  
SE $\frac{1}{4}$  SW $\frac{1}{4}$  and SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 12; and  
N $\frac{1}{4}$  NE $\frac{1}{4}$  and E $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 13; and  
W $\frac{1}{4}$  NE $\frac{1}{4}$  and S $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 14; and  
NW $\frac{1}{4}$  of Section 15; and  
NE $\frac{1}{4}$  and SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 16.

All being in Township 45 North, Range 12 West of the N.M. Meridian in Montrose County.

W $\frac{1}{4}$  SW $\frac{1}{4}$  and NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 31, Township 46 North, Range 11 West of the N. M. Meridian in Montrose County.

SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 15; and E $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 17; and  
S $\frac{1}{4}$  SE $\frac{1}{4}$  and NW $\frac{1}{4}$  SE $\frac{1}{4}$  and N $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 18; and  
N $\frac{1}{4}$  N $\frac{1}{4}$  and SE $\frac{1}{4}$  NW $\frac{1}{4}$  and SE $\frac{1}{4}$  NE $\frac{1}{4}$  and N $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 19; and  
W $\frac{1}{4}$  SW $\frac{1}{4}$  and SW $\frac{1}{4}$  NW $\frac{1}{4}$  and S $\frac{1}{4}$  NE $\frac{1}{4}$  and NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 20; and W $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 21; and  
S $\frac{1}{4}$  N $\frac{1}{4}$  and NE $\frac{1}{4}$  NE $\frac{1}{4}$  and NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 29; and N $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 30.

All being in Township 45 North, Range 11 West of the N. M. Meridian in San Miguel County.

E $\frac{1}{4}$  SE $\frac{1}{4}$  and N $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 13; and  
SW $\frac{1}{4}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 14; and NW $\frac{1}{4}$  SE $\frac{1}{4}$  and E $\frac{1}{4}$  SW $\frac{1}{4}$  and SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 15; and  
NW $\frac{1}{4}$  and SW $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  SE $\frac{1}{4}$  and S $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 24; and  
NE $\frac{1}{4}$  and N $\frac{1}{4}$  NW $\frac{1}{4}$  and SE $\frac{1}{4}$  NW $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  and NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 23; and  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  and N $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 25.

All being in Township 45 North, Range 12 West of the N. M. Meridian in San Miguel County.

TOGETHER WITH

An undivided two-thirds of first party's interest in and to Leopard Creek Ditch, and two-thirds of first party's interest in and to the water and water rights decreed thereto; and

An undivided two-thirds of first party's interest in and to Von Hagen-Dallas Ditch, and two-thirds of first party's interest in and to the water and water rights decreed thereto; and

An undivided two-thirds of first party's interest in and to Hookley Lateral Ditch, and two-thirds of first party's interest in and to the water and water rights decreed thereto; and

All of Lower Pleasant Valley Ditch and Von Hagen appropriation, and all of first party's interest in and to the water and water rights decreed thereto; and

An undivided two-thirds of the Von Hagen Lateral Ditch, and an undivided two-thirds of first party's interest in and to the water and water rights decreed thereto; and

All of first party's interest in and to the Betty Ditch; and

Also all other water and water rights, ditches and ditch rights, reservoir and reservoir sites, dam, intakes, flumes, and all means of or for the distribution and storage of water thereunto appertaining or in anywise belonging; and

Also any and all grazing rights and privileges, whether upon the Public Domain, or the National Forest, which are based upon, or in any wise or manner connected with the above described lands.

: Documentary U. S. :  
: L. R. Stamps :  
: \$39.05 :  
: Cancelled 4/23/42 :  
: D. S. :

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of; in and to the above bargained premises, with the hereditaments and appurtenances; To Have and To Hold the said premises above bargained and described, with the appurtenances, unto Roy J. Lewis and Ray Lewis, the said parties of the second part, their heirs and assigns forever.

And the said J. F. Horn and Irene B. Horn, husband and wife, parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said parties of the first part to Warrant and Forever Defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of }  
Edla M. Nelson }  
Bert A. Johnson }

J. F. HORN (SEAL)  
IRENE B. HORN (SEAL)

STATE OF MINNESOTA )  
 ) ss.  
County of Hennepin )

The foregoing instrument was acknowledged before me this 7th day of April, A. D. 1942, by J. F. Horn and Irene B. Horn, husband and wife.

My commission expires Aug. 17, 1943.

(E. M. Nelson )  
(Notary Public )  
(Hennepin County, Minn.)

E. M. NELSON  
E. M. Nelson Notary Public  
Hennepin County, Minn.  
Residing at Minneapolis, Minn.

\*\*\*\*\*





QUITCLAIM DEED  
(Water Rights)

THIS QUITCLAIM DEED, made this 18<sup>th</sup> day of June, 2014, between the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, whose POST OFFICE address is Washington, DC 20013, hereinafter called GRANTOR, and SPEAR COLORADO LP, a Colorado limited liability limited partnership, whose address is 6224 McKenzie Springs Road, Placerville, Colorado, 81430, hereinafter called GRANTEE.

WITNESSETH, that the Grantor, for and in consideration of an exchange of land, the receipt and sufficiency of which is hereby acknowledged, does by these presents, remise, release, and forever quit claim unto the Grantee, and to its successors and assigned forever, the Grantor's right, title and interest in the following water right:

1.6 acre-foot water right for storage in the Vurl Reservoir, located in San Miguel County, Colorado, with an adjudication date of December 31, 1972, as decreed in Case No. W0425 Water Division No. 4 on February 4, 1991.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed this 18<sup>th</sup> day of June, 2014.

UNITED STATES OF AMERICA  
Forest Service  
Department of Agriculture

By:

for SCOTT G. ARMENTROUT  
Forest Supervisor  
Grand Mesa, Uncompahgre and  
Gunnison National Forests

EXEMPT FROM DOCUMENTARY FEES  
PURSUANT TO CRS 39-13-104(1)(a)

ACKNOWLEDGMENT

STATE OF COLORADO )

COUNTY OF Delta )

On this 18<sup>th</sup> day of June, 2014, before me, Deborah J. Barnhart, a Notary Public in and for said State, personally appeared Scott G. Armentrout, known to me to be the person who executed the foregoing and acknowledged to me that he executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Deborah J. Barnhart  
Notary Public Signature

My Commission expires: \_\_\_\_\_

DEBORAH J. BARNHART  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20024022421  
My Commission Expires August 5, 2018

G/S / May 24 / May 24  
TAMER W  
Sec 21 & 22

Vurl's - Decreed  
! Vurl's reserve right

a) right have name, decree  
use,

"cannot change decree name"

with by FS reservation / dedication  
Fed must go to water court (1994 - 550 pages)

Water Div. Engr.

all available  
Div

www, water  
, state, CO, US

W4-27, W4-38

"lot of stuff going  
on here"

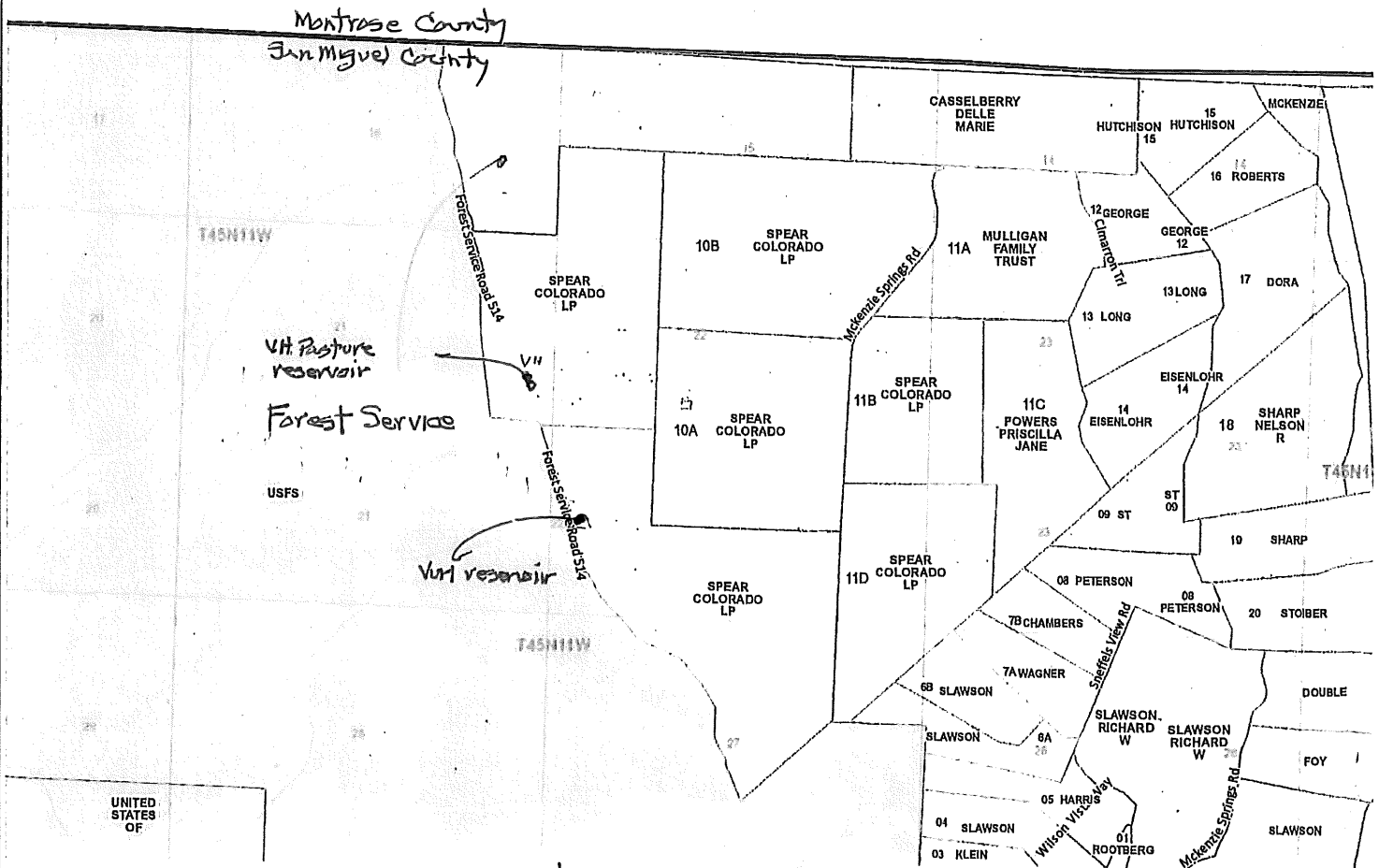
referred to  
Bob Herford  
Div Engr.



webMap

San Miguel County, Colorado

# Vurl Reservoir SMC Assessor's 45N 11W 21 & 22



0.8 0 0.29 0.6 Miles

\* map from SMC web map  
w/ notes by George Greenburg  
May 14, 2019

This map is a user generated static output from an internal mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



## U.S. Board on Geographic Names

U.S. Geological Survey  
523 National Center  
Reston, VA 20192

May 29, 2019

Mr. George Greenbank  
San Miguel County Historic Commission  
Box 441  
Telluride, Colorado 81435

Dear Mr. Greenbank:

This acknowledges receipt of your letter to the U.S. Board on Geographic Names regarding the pending proposals to change the names of V H Pasture Reservoir and Vurl Reservoir to Elk Springs Reservoir and Wapiti Reservoir, respectively.

Thank you for providing historical information about Hans Van Hagen, for whom V H Pasture Reservoir is likely named. Thank you also for reporting the statement from the local Water Office that even if the names were to be changed, the names will not be changed on water rights records. We will note in the file that the San Miguel County Historic Commission is not in favor of the changes and will share your concerns with the U.S. Board when it votes on the proposals.

Thank you for your interest and assistance in this matter. If you have any questions, we can be contacted by mail at the address above; by phone at (703) 648-4552; by fax at (703) 648-4549; or by email at [BGNEEXEC@usgs.gov](mailto:BGNEEXEC@usgs.gov).

Sincerely,

Lou Yost  
Executive Secretary  
U.S. Board on Geographic Names

cc: BOCC



AGENDA ITEM - 7.a.

**TITLE:**

Request to Authorize a Notice of Violation for Unit Matterhorn B./MOTION

**Presented by:** Lois Major, Special Counsel to the San Miguel County Housing Authority

**Time needed:** 5 mins

**PREPARED BY:**

Lois Major

**RECOMMENDED ACTION/MOTION:**

**Possible Actions:**

**Direct NOV:** I move to authorize and direct staff to send a written notice of violation of the LUC to Don Mitchell, owner of Unit Matterhorn B, detailing the nature of the violations in accordance with LUC § 5-1305 H as soon as possible.

**OR**

**Decline to authorize NOV:** No action necessary.

**INTRODUCTION/BACKGROUND:**

See attached memo and additional documentation.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

**ATTACHMENTS:**

Description

Memo

6/12/2019

Upload Date

6/12/2019

6/12/2019

Letter Dated January 18, 2019  
Notice of Violation

6/12/2019  
6/12/2019

---

TO: SMCHA Board  
CC: Amy Markwell and Lynn Black  
FROM: Lois Major, Special Counsel to the SMCHA  
DATE: June 13, 2019  
MEETING: June 19, 2019  
RE: Request for Notice of Violation: Unit Matterhorn B

---

**Purpose:** Request to Authorize Notice of Violation for Unit Matterhorn B ("Unit").

**Overview:** Unit Matterhorn B is owned by Don Mitchell. Mr. Mitchell failed to respond to 2016 compliance outreach by SMRHA staff. In 2017, SMRHA staff became aware that Mr. Mitchell was no longer living in the Unit and had taken job in Cortez, Colorado. Mr. Mitchell also had a renter in the Unit, see letter dated 1/18/2017 (attached, Exhibit 1).

Mr. Mitchell was advised in July of 2017 to seek an administrative exception for a leave of absence as he did in 2006. Mr. Mitchell did not apply for an exception and has remained out of compliance with his deed restriction based on the following San Miguel County LUC Sections: Employee (§ 5-1305 B. VII), Use and Occupancy (§ 5-1305 C). To his credit, the Unit has been occupied by a qualified tenant.

Draft NOV letter attached as Exhibit 2.

---

**Possible Actions:**

**Direct NOV:** I move to authorize and direct staff to send a written notice of violation of the LUC to Don Mitchell, owner of Unit Matterhorn B, detailing the nature of the violations in accordance with LUC § 5-1305 H as soon as possible.

**OR**

**Decline to authorize NOV:** No action necessary.

---

LUC Excerpt: LUC § 5-1305 H. Violations

I. The Housing Authority may require at any time that an Owner verify within five days of such request by the Housing Authority that:

- a. The Owner is a Qualified Owner and/or
- b. Any particular tenant is a qualified Employee.

II. In the event an occupant of Affordable Housing does not or no longer qualifies as an Employee, the Housing Authority may require that occupant to:

- a. Vacate rental Affordable Housing within 60 days, or re-qualify as an Employee within that period; or
- b. Vacate Affordable Housing he owns and cause it to be listed for sale pursuant to Section 5-1305 F. within one year, or re-qualify as an Employee within that period.

III. In the event a violation is discovered, the Housing Authority shall provide a written notice of violation to the Owner detailing the nature of violation. Said notice shall state that the Owner may request a hearing before the Housing Authority within 15 days from the date of notice of violation to determine the merits of the allegations and to discuss remedies of the violation. If the Owner fails to request a hearing, the violation is considered to be conclusively determined.

IV. Default by an Owner in payments or other material obligations due or to be performed under a promissory note secured by a deed of trust encumbering Affordable Housing ("Secured Obligations") by an Owner shall constitute a violation of this Section 5-1305 and of Section 1-1504 of the San Miguel County Land Use Code. Each Owner shall notify the Housing Authority in writing immediately upon receipt by the Owner or his agent of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust, as described herein, within five calendar days of the Owner's notification from lender, or its assigns, of said default of past payments.

SMRHA  
820 Black Bear Road, Unit g-17  
PO Box 840  
Telluride, CO 81435

To Whom It May Concern:

Jan 18<sup>th</sup>, 2017

I've lived in Telluride since 1993, working primarily for the R-1 School District as a teacher. I was also the executive director of One Telluride for five years, whose mission was to work for immigrant integration in the area. After the Colorado Trust grant that sustained One Telluride ran out, I worked on a temporary grant project for the Telluride Medical Center and, during that time, I tried to find sustainable work in Telluride. I applied to jobs that I was qualified for. Unfortunately, I was not able to find sustainable work in my fields of experience.

Professionally, the prudent career move was to get back into education and pursue my admin degree, which I did. At my age, for retirement purposes, I need to be working in the field of education to build upon my PERA. With no openings in the Telluride School District at the time, I chose to take a job in Cortez to re-establish my professional reputation in the field of education while waiting for openings in the Telluride School District. I am pursuing every avenue to get a position back in Telluride. I cannot afford to be working in Telluride, outside of the PERA structure, while waiting to regain employment back in this school district.

I've put an awful lot into this community and absolutely want to return. I have a deed restricted qualified renter in my unit for now. I've included his paperwork. I apologize for not having had him complete the appropriate paperwork prior to now and for not notifying you of my situation. With the rental market being extremely limited in the immediate area, I am happy to be able to provide a qualified employee with affordable housing.

I am hoping I can be given some time to get back into the Telluride School District before making any decisions regarding my status. I understand you have a job to do but I hope you also understand that we have life circumstances that are not always ideal as well. I am happy to meet with you in person to discuss my situation.

Many thanks for your consideration on this matter,  
Regards,  
Don Mitchell



donmitchmail@gmail.com  
970.708.7585



# SAN MIGUEL COUNTY

## HOUSING AUTHORITY

---

Kris Holstrom

Hilary Cooper

Lance Waring

---

June \_\_\_\_, 2019

**Via Certified Mail**

**Return Receipt Requested**

Don Mitchell

PO Box 3662

Telluride, CO 81435

Don.mitchell@gmail.com

**Re: Notice of Violation of San Miguel County R-1 Housing Deed Restriction for Unit B Matterhorn**

Dear Mr. Mitchell:

The San Miguel County Housing Authority ("SMCHA") has recently reviewed your file and determined that you are in violation of the San Miguel County R-1 Housing Deed Restriction as codified in the San Miguel County Land Use Code ("LUC") Sections 5-1304 and 5-1305, the related provisions in LUC Section 5-1306, and as reflected by the covenants, restrictions and equitable servitudes encumbering title to Unit B Matterhorn, legally known as

Unit B Matterhorn Townhomes, a Small Limited Expense Planned Community, according to the Map recorded July 24, 2006 in Plat Book 1 at pages 3696-3697 at Reception No. 385530, according to the Declaration recorded July 24, 2006 at Reception No. 385531, Together with Limited Common Element Unit B, Matterhorn Townhomes, according to the Map recorded July 24, 2006 in Plat Book 1 at pages 3696-3697 at Reception No. 385530, according to the Declaration recorded July 24, 2006 at Reception No. 385531, San Miguel County records, County of San Miguel, State of Colorado.

(collectively, the "Deed Restriction").

**A. Primary and Sole Residence Provision**

**LUC § 5-1305 C. II.**

No Employee shall be permitted to own or occupy Affordable Housing if such Employee . . . owns any material interest, direct or indirect, in a "Single-family Residence," "Condominium" or "Lot" zoned for "Residential Use" . . . located elsewhere in San Miguel County, Montrose County, Ouray County or Dolores County. . . . In addition, Affordable Housing Single-family Residences and Duplexes must be owner-occupied and may not be rented, except as permitted by the Housing Authority pursuant to Section 5-1305 G.I.

**LUC § 5-1305 C. IV.**

An Affordable Housing unit shall be the primary and sole Residence of the occupying Employee(s).

**LUC § 5-1305 B. XVII.**

“Residence” shall mean the principal or primary home or place of abode of a person, meaning that home or place of abode in which a person’s habitation is fixed and to which he, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. A Residence is a permanent building, or part thereof, including a house, condominium, apartment, room in a house or mobile home. No vacant lot shall be considered a Residence.

...

- a. In determining what is the principal or primary place of abode of a person, the following circumstances relating to such person may be taken into account: Business pursuits, employment, income sources, residence for income tax purposes, age, marital status, Residence of parents, spouse and children, if any, leaseholds, situs of personal and real property, voting registration and motor vehicle registration.

The SMCHA has determined that at present, you are in violation of LUC § 5-1305 C. II. and IV. because you do not occupy Unit B Matterhorn as your primary Residence, but rather occupy a home in Cortez as your primary Residence.

**B. Definition of Employee**

**LUC § 5-1305 B. VII.**

“Employee” shall mean a person who has earned his living primarily within the Telluride R-1 School District by having worked there an average of 30 hours per week for at least eight months of the past year.

The SMCHA has determined that at present, you are in violation of LUC § 5-1305 B. VII. because you do not earn your income primarily within the Telluride R-1 School District.

**C. Notice of Violation**

According to LUC § 5-1305 H. III, when a violation of the Deed Restriction is discovered, a written Notice of Violation is required. This letter is an official Notice of Violation pursuant to LUC Section 5-1305 H. III. As an owner or occupant of property subject to the Deed Restriction, you are hereby notified that you are in violation of the Deed Restriction.

Also pursuant to LUC § 5-1305 H. III, you have 15 days from the date of this Notice of Violation to request a hearing before the SMCHA to determine the merits of the allegations and

discuss possible remedies. If you fail to request a hearing, the alleged violation is considered to be conclusively determined as stated as of the date of this letter.

You will note that LUC § 5-1305 I. III provides that “In the event an Owner fails to remedy any violation, the Housing Authority may resort to any and all available legal action, including but not limited to injunction or specific performance of this Section 5-1305 requiring the sale of Affordable Housing by the Owner.” Furthermore, LUC § 5-1305 I. IV. requires sale of deed restricted housing at the original purchase price (as defined therein) if an Employee does not remedy a violation within one year after receipt of a Notice of Violation.

Please feel free to call me at 970-728-1171 to discuss any questions about this correspondence. You can also retrieve the LUC text online from the Housing Programs button at [www.smrha.org](http://www.smrha.org) and click on the link under San Miguel County, “San Miguel County R-1 Deed Restriction.”

Thank you for your attention to this matter.

---

By: Lois W. Major Special Counsel  
to the San Miguel County Housing Authority

cc: San Miguel Regional Housing Authority



AGENDA ITEM - 10.a.

**TITLE:**

Discussion regarding the wording on the BOCC Public Meeting Policies./MOTION

**Presented by:** Amy Markwell, County Attorney

**Time needed:** 10 mins

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

**INTRODUCTION/BACKGROUND:**

See backup. The wording in the Administrative Manual has not been updated as there are several items in the manual that we are going to update and wanted to do it all at the same time.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

**ATTACHMENTS:**

Description  
2019-004 Resolution

Upload Date  
6/11/2019

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
SAN MIGUEL COUNTY, COLORADO, ADOPTING THE 2019 BOARD OF COUNTY  
COMMISSIONER OPEN MEETING SCHEDULE**

**Resolution #2019 - 004**

**WHEREAS**, the Board of County Commissioners (BOCC) of San Miguel County has adopted the dates on which the regular meetings of the BOCC shall be held. The schedule is attached hereto and incorporated herein by reference as Exhibit "A".

**WHEREAS**, the County BOCC considered these meeting dates, along with relevant evidence and testimony as its regular meeting on January 16, 2019.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The County BOCC Open Meeting Schedule for 2019 (Exhibit "A", attached hereto) is hereby adopted and approved and shall be published in the manner provided for by law.

2. The types of open meetings which may be held are:

- a) Regular Meetings.

The BOCC shall adopt its annual regular meeting schedule by resolution and post-requisite legal notice of schedule in the County paper of record. Matters considered by the BOCC during these meetings may include reports from department heads or elected officials, public hearings on specific issues, policy-making decisions, signing contracts or agreements, or approving expenditures or requests from county officials.

- b) Special Meetings.

Special meetings may be called by the Chair when circumstances warrant or upon the request of a member of the BOCC or County Administrator. A special meeting shall be held after at least twenty-four (24) hours' notice and as posted at the designated posting places.

- c) Emergency Meetings.

Emergency meetings may be held without twenty-four (24) hours' notice when necessary for the immediate preservation of public property, health, peace, and safety and shall be conducted pursuant to procedures as adopted by the BOCC by resolution.

- d) Work Sessions.

Work sessions may be held after at least twenty-four (24) hours notice and as posted at the designated posting places. Work sessions are informal, deliberative sessions between staff and members of the BOCC. Matters considered during these meetings may include receiving reports from County staff, discussion of County business, or day-to-day oversight of property or employee supervision. No formal, policy-making decisions may be made at a work session.

3. The BOCC shall annually designate posting places for BOCC open meeting notices.
4. The official designated posting place for BOCC notices is:
  - a) Front entrance to the County Offices, located in the Miramonte Building First Floor, 333 West Colorado Avenue, Telluride CO.
5. BOCC staff shall post the regular meeting agenda at the designated BOCC posting place and on the County's official website at least two working days before the regular meeting but no less than 24 hours prior to the meeting. The posted meeting agenda is subject to change before the meeting or at the meeting.
6. BOCC staff shall also post the BOCC Calendar listing meetings that may be attended by one or more of the Commissioners at the designated BOCC posting place and on the County's official website. Changes to the BOCC Calendar may occur and shall be updated accordingly.
7. Additional regular meeting agenda distribution by BOCC staff shall include, but is not limited to:

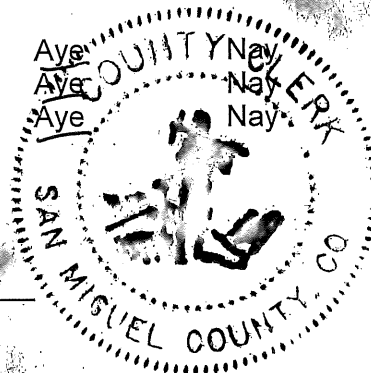
Miramonte Bldg.	Egnar Post Office	KOTO News
Courthouse Bldg.	Norwood Post Office	Norwood Post
Glockson Bldg.	Ophir Post Office	Telluride Daily Planet
Town of Telluride	Placerville Post Office	The Watch
Town of Mountain Village	Town of Norwood	

**DONE AND APPROVED** by the Board of County Commissioners at a regular meeting held at Telluride, Colorado, on January 16, 2019.

**SAN MIGUEL COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

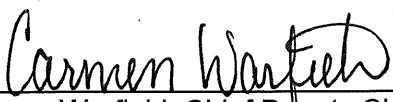
  
Kris Holstrom, Chair

Vote: Hilary Cooper  
Kris Holstrom  
Lance Waring



Aye	Nay	Abstain	Absent
Aye	Nay	Abstain	Absent
Aye	Nay	Abstain	Absent

ATTEST:

  
Carmen Warfield, Chief Deputy Clerk

## EXHIBIT "A"

### SAN MIGUEL COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS 2019 OPEN MEETING SCHEDULE

**COMMISSIONER/PUBLIC MEETINGS** Commissioner meetings are held 333 West Colorado Avenue, Second Floor, Miramonte Building, Telluride –OR– 1120 Summit Street, Glockson Building, Norwood –OR– Egnar Fire House. Meetings are scheduled on Wednesdays and are to begin at 9:30 a.m. unless otherwise noted. Meeting dates and locations are subject to change when circumstances warrant.

#### JANUARY

\*8<sup>th</sup> Telluride- Swearing In  
16<sup>th</sup> Telluride  
23<sup>rd</sup> Telluride

#### FEBRUARY

6<sup>th</sup> Telluride  
20<sup>th</sup> Telluride

#### MARCH

20<sup>th</sup> Telluride  
27<sup>th</sup> Norwood

#### APRIL

3<sup>rd</sup> Telluride  
24<sup>th</sup> Telluride

#### MAY

1<sup>st</sup> Telluride  
15<sup>th</sup> Telluride  
22<sup>nd</sup> Egnar

#### JUNE

19<sup>th</sup> Telluride  
26<sup>th</sup> Norwood

#### JULY

17<sup>th</sup> Telluride  
31<sup>st</sup> Telluride

#### AUGUST

7<sup>th</sup> Telluride  
21<sup>st</sup> Telluride

#### SEPTEMBER

4<sup>th</sup> Telluride  
18<sup>th</sup> Norwood

#### OCTOBER

2<sup>nd</sup> Telluride  
16<sup>th</sup> Telluride  
30<sup>th</sup> Telluride-Budget Review

#### NOVEMBER

6<sup>th</sup> Telluride  
20<sup>th</sup> Telluride

#### DECEMBER

10<sup>th</sup> Telluride\*  
18<sup>th</sup> Telluride

\* Tuesday

**WORK SESSIONS:** Commissioner, Work Sessions are scheduled every Tuesday and are to begin at 9:30 a.m. unless otherwise noted. Meeting dates and locations are subject to change when circumstances warrant. Work Sessions will be held at 333 West Colorado Avenue, Miramonte Building, (2<sup>nd</sup> Floor, BOCC Room) Telluride; if there is a conflict with the meeting room the Work Session will be moved to the 3<sup>rd</sup> floor, Board of County Commissioners office space.

**NOTE:** Regular Meetings, Public Hearings, and Special Meetings are recorded, and ACTION MAY BE TAKEN ON ANY ITEM. Formal Action cannot be taken at Work Sessions.

Changes to the meeting and Work Session schedule will be officially posted at the **designated posting place** for BOCC notices located at the front entrance to the County Offices, located in the Miramonte Building, First Floor, 333 West Colorado Avenue, Telluride CO. 1/16/2019



AGENDA ITEM - 11.a.

**TITLE:**

1:30 p.m. Discussion on Provisions in the Land Use Code accommodations, lodging, and campground uses.

**Presented by:** Kaye Simonson, Planning Director

**Time needed:** 45 mins

**PREPARED BY:**

Kaye Simonson, Planning Director

**RECOMMENDED ACTION/MOTION:**

**INTRODUCTION/BACKGROUND:**

Additional backup to follow.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
<b>Description:</b>			

**ATTACHMENTS:**

Description

Letters received from the Public

Packet Materials

Upload Date

6/14/2019

6/14/2019



*Received 6/12/2019*

Hello, my name is Stephen (Chet-Chu) and I have been a broker in the Telluride region since 1987. In 1992 I was very fortunate to be interviewed to represent an owner of a property on Wilson Mesa called Ptarmigan Ranch. In that interview I recommended to the owners that they break away from the traditional state right of one homesite per 35 acres and instead let the topography and open space drive the land plan. I recommended larger parcels with deed restrictions to prohibit subdividing the lots plus designating homesites based on the criteria of privacy, views, preserving open meadows, wildlife habitat plus protection from the elements. The owners agreed, they hired me and we land planned Ptarmigan Ranch into 16 lots on 1200 acres. The concept was very well received and the development completely sold out.

Since that time I have been involved in over 60 transactions representing sellers and buyers of over 4,900 acres on Wilson, Specie and Sunshine Mesas. I have been honored to represent 4 generations of the Hughes family that used a similar low-density development model of their significant ranch holding with parcels as large as 365 acres.

The one ethos that has been consistent on Wilson Mesa since the early 1990's is that less is more. The owners of property on Wilson Mesa have come to expect that the F zoning of the San Miguel County Land Use Code along with a 30 year pattern of non mandated, low density development evoked by private land owners, will protect the mesa from over development, preserve some of the best vistas in the United States, all the while protecting large swaths of wildlife habitat.

Elk Creek Rd, which is a significant mode of access to West Wilson Mesa and the State of Colorado school section, was not originally conceived as a county road. It was originally a ranch road that provided access to West Wilson Mesa for cattle grazing and hay production. The road eventually became a county road because it's was the only place a road could fit between Elk Creek and the west side of Wilson Mesa. The road would not be approved as a county road today because it does not meet the county's own road grade guidelines which prohibit grades in excess of 10% for 500 feet in any length of road that is 1,000 feet. Over the length of 3.5 miles, Elk

Creek Road hits grades of 14% to 16% and is one of the steepest roads in San Miguel County. This road is prohibitively steep and simply not conducive for the traffic patterns that will occur with the proposed use.

I implore the State Land Board not to undo 30 years of consistent low density development with one decision that could negatively alter the vistas, jeopardize public safety on what is already a precarious road and negatively impact wildlife habitat on Wilson Mesa. I urge the State Land Board that if they wish to monetize their holding to consider other low impact alternatives that are consistent with the low density uses currently on Wilson Mesa.

Thank you for your time and consideration.

Respectfully,

Stephen Ciecuch, Director

Telluride Properties



John Huebner &lt;johnh@sanmiguelcountyco.gov&gt;

---

**Fwd: Proposed "glamping" proposal for Wilson Mesa**

1 message

**Kaye Simonson** <kayes@sanmiguelcountyco.gov>

Mon, Jun 10, 2019 at 9:44 AM

To: Kris Holstrom &lt;krish@sanmiguelcountyco.gov&gt;, Hilary Cooper &lt;hilaryc@sanmiguelcountyco.gov&gt;, Lance Waring &lt;lancew@sanmiguelcountyco.gov&gt;

Cc: Lynn Black &lt;lynnb@sanmiguelcountyco.gov&gt;, Amy Markwell &lt;amym@sanmiguelcountyco.gov&gt;, John Huebner &lt;johnh@sanmiguelcountyco.gov&gt;, Lynn Padgett &lt;lynnp@sanmiguelcountyco.gov&gt;, Carmen Warfield &lt;carmenw@sanmiguelcountyco.gov&gt;, Ryan Righetti &lt;ryanr@sanmiguelcountyco.gov&gt;, Janet Kask &lt;janetk@sanmiguelcountyco.gov&gt;

Commissioners,, please see the following from the Ptarmigan HOA Board.

Kaye

----- Forwarded message -----

From: **Rob Roberts** <rroberts@du.edu>

Date: Mon, Jun 10, 2019 at 9:38 AM

Subject: Proposed "glamping" proposal for Wilson Mesa

To: Kaye Simonson &lt;kayes@sanmiguelcountyco.gov&gt;

To: Kay Simonson, Planning Director, San Miguel County

From: Ptarmigan Home Owners Association Board

Subject: Pending proposal to the Colorado State Land Board

Date: June 10, 2019

We are writing to let you know that we are in full agreement with the concerns outlined by Dan Tishman and Mark Shambaugh in their letter to the San Miguel County Commissioners about the pending proposal before the Colorado State Land Board from the Collective Retreats company. It is our understanding that the proposal concerns creating a "glamping" facility on state land on Wilson Mesa. We are in full agreement with the analysis presented by Tishman and Shambaugh that such a facility would be problematic in many ways (access, road, traffic, water, wildlife impact, etc. ) and violates the agricultural and residential land use of the area. We hope that our County Commissioners will feel similarly and work to protect the area from this sort of inappropriate commercial development. Please feel free to forward this email to the County Commissioners and any other relevant parties.

Thanks for your attention.

--

Kaye Simonson, AICP

Planning Director

San Miguel County Planning Department

Phone: (970)369-5436

www.sanmiguelcountyco.gov



June 5, 2019

HAND DELIVERED

Commissioner Hilary Cooper  
Commissioner Lance Waring  
Commissioner Kris Holstrom  
333 W. Colorado Avenue, Third Floor  
Telluride, CO 81435

Dear Commissioners:

As landowners on Wilson Mesa, we wish to call your attention to an emerging proposal pending before the Colorado State Board of Land Commissioners ("Land Board") that will adversely impact our community generally and our individual properties specifically within the Wilson Mesa area. We understand that you will be meeting with the Land Board on June 12 in Telluride and we would hope our concerns with this proposal could be brought to the attention of the Land Board at that time. If possible, we would ask to briefly address your joint meeting. We are prepared to provide concise information about the proposal and its anticipated impacts.

We recently learned that the Land Board appears to be exploring the possibility of granting a commercial lease on its 640 acre Wilson Mesa parcel to a third party lessee that will allow the development, use and operation of a so-called "glamping" facility. This commercial use would be directly contrary to the stated goals and objectives of the County Master Plan and Land Use Policies stated in the County Land Use Code for this part of the County, as we set forth below.

The prospective lessee, Collective Retreats, is in the hospitality business where it builds and manages high end luxury properties. The company does this by developing semi-permanent foundations upon which luxury tents or yurts are attached, complete with individual and centralized water, sewer, and dining facilities. Collective Retreats selects sites that are close to high end resort communities (such as Vail and now Telluride) so that its guests can travel to and from their glamping sites for dinner, recreation and entertainment. While we do not know the exact number of individual sites under consideration for the Wilson Mesa property, we believe that preliminary discussions anticipate 20-40 initial sites, expanding later to 50-70, with a total population of guests and staff well exceeding 100 people. This development would operate on a year round basis. Unfortunately the details of this proposed development have not been disclosed by the staff of the Land Board but we understand the staff is close to finalizing a draft lease with Collective Retreats for presentation to the Land Board commissioners.

Importantly, this parcel is part of the Land Board's Stewardship Trust, a land status given to properties that deserve greater protection because of their exceptional ecological value and special characteristics. The Wilson Mesa tract was originally nominated in 1998 for stewardship status by San Miguel County and by lessee, M.J. Cadgene, based on its unique wildlife, ecological and scenic characteristics. The Land Board agreed, officially accepting the parcel into the Stewardship Trust. Without question, this parcel is an absolute jewel deserving of the highest protection.

The general practice of the Land Board is to consider such leases only from the standpoint of a business arrangement with the prospective lessee—i.e. the property description, allowed uses, lease payments and terms, allocation of costs for infrastructure development, etc. Other key questions, such as consistency with local land use plans, permitting requirements, environmental issues, impacts upon adjacent properties, etc. are typically only addressed after a lease is signed, with the burden falling on the lessee, not the Land Board, to navigate these hurdles.

This practice may work with low impact, noncontroversial projects but it certainly does not work when a proposal has far-reaching implications for the surrounding community and for other governmental agencies. While it is the practice of the Land Board to put the onus of such permitting and consultation on the lessee after a lease is signed, there are circumstances where critical issues should be anticipated and resolved before signing a lease to avoid large-scale controversy and undue burden—not only for the lessee but also for the regulatory agencies and surrounding landowners. We believe it is critical in this case, before any lease is signed, that the Land Board step back and more carefully review whether this site, at this remote and sensitive location in San Miguel County is the appropriate location for a “glamping” facility.

Unfortunately, to date, Land Board has had only cursory contact with County staff and M.J. Cadgene (the current lessee) and apparently no discussions with key state and federal agencies, including Colorado Parks & Wildlife, the State Division of Water Resources, the Department of Natural Resources, Colorado Public Health & the Environment, the Department of Transportation, and the US Forest Service—all agencies with important regulatory or consulting roles. Before committing to a lease with Collective Retreats, we hope that you can request the Land Board step back and further evaluate this proposal, consider the below concerns, and consult with other agencies.

### 1. County Master Plan

Many aspects the County Master Plan run counter to this proposal. We highlight only a few of the relevant provisions but urge your staff and the Land Board to do a thorough review:

- **Commercial uses:** This is a part of the County that has never had a commercial use. Where commercial uses are allowed, the Master Plan provides that such uses are encouraged in clustered arrangements and only in developed areas or on sites where commercial uses have been historically located (e.g. Placerville and Sawpit). Current land uses in the Wilson Mesa area consist only of residential uses (mostly on individual lots far in excess of 35 acres) and agriculture use.
- **Open Space:** The Master Plan encourages open spaces to foster natural habitat for flora and fauna and for preservation of agricultural lands. This specific parcel within Wilson Mesa was specifically identified as an example of how open space protection could be achieved.
- **Infrastructure and Other Public Services:** Suitable roads and utilities built to County standards are an essential part of the Master Plan with provision that for any proposed development; the developer must pay for the costs of any required infrastructure upgrades.

### 2. County Land Use Code

The Land Use Code classifies this Wilson Mesa parcel as Forestry, Agricultural, Open Space zone. Glamping is not a use by right; rather, it would only be allowed if the applicant were to secure County approval as a "use on review" under the general rubric of "lodge/hotel" or perhaps a campground (but the nature and permanency of the use appears to trigger the "lodge/hotel" standards rather than the campground standards (which are similar in nature and content to the "lodge/hotel"). These standards are rigorous, comprehensive, and lengthy. We call your attention to the Land Use Policies under Section 2 of the Land Use Code that contains multiple subsections which would control the development on Wilson Mesa (see Subsections 3,4,6,8,10,12,13,14,16,17,18,19,23,27,29,31)—all of which are relevant and pertinent to the proposed development. In addition, an applicant seeking this use would need to address other LUC standards, including, without limitation: (a) 1041 Review Issues (Section 5-4) (analyzing Geologic Hazard, Wildlife, Wildfire and Domestic water and sewer systems), (b) Roads/Streets design standards (Section 5-5), (c) Utility Services (Section 5-6), (d) Employee Housing Mitigation (Section 5-13), (e) Scenic Quality (Section 5-21), and (f) Wetlands (Section 5-22). We do not believe the applicant would be able to satisfy these provisions and we also believe that the mitigation and compliance would be extremely costly and difficult, if not impossible, to achieve.

### **3. Wildlife**

The Land Board's Wilson Mesa property has extremely high wildlife values and is the principal reason why the property was accepted into the Stewardship Trust as mentioned above. The 640 acre Wilson Mesa tract supports a diverse variety of vegetation and habitat types ranging from sagebrush steppe mesic meadows to oak brush, spruce fir, aspen and ponderosa pine woodland. This exceptional variety of habitat types in a relatively small area enables the tract to support a diverse wildlife species assemblage. The parcel also is situated in a unique landscape position between Wilson and Specie Mesas where benches on the property create important natural movement corridors for larger wildlife species including elk, mule deer, black bear and lynx across the overall landscape. These mid-elevational benches support seeps and ponds and the property also contains significant reaches of both Elk and Fall Creek drainages.

The property provides prime undisturbed winter range and migration corridors for big game species and is specifically mapped by Colorado Parks and Wildlife as an elk winter concentration area as well as severe winter range. These specific areas are critically important to resident elk herds. Other species, such as black bear, mule deer, mountain lion, wild turkey, river otter and Colorado cutthroat trout populate and utilize portions of the property. The property is currently used for livestock grazing and experiences very little human use which is key to providing habitat for wildlife that are particularly susceptible to human disturbance.

A proposal for outdoor luxury camping in tents or yurts on the property would have a profound effect on this important wildlife habitat resource. Even a handful of units, combined with hospitality and service staff coming and going, would have significant detrimental impacts to wildlife species that currently utilize the property. Elk are particularly sensitive to human disturbance, and would likely be excluded from these critical areas if this proposal moves forward. A mapped black bear human conflict area is already recognized in the area,

and outdoor human food and cooking present an important potential for increased likelihood of human-bear conflicts. Noise, camp fires, dogs and constant human traffic would fundamentally change the character of the property and would adversely affect the wildlife habitat protection intent of the Stewardship Trust status of the Wilson Mesa parcel.

Our wildlife experts at BIO-Logic Inc. are available to discuss these impacts with you and the Land Board. And clearly, Colorado Parks and Wildlife should review this proposal, before—not after—any leasing determination.

#### **4. Vehicular Access to the Site/Infrastructure Improvements**

Access to this site by glamping guests, year round, will be a challenge. The existing Fall Creek and Elk Creek roads that lead to the site are narrow, steep, and often dirt or gravel and they do not allow for easy access. In winter, the roads are often iced and dangerous and are generally not maintained by the County (i.e. plowed and treated for ice). Past experience has shown that multiple vehicles are towed out of ditches along the Elk and Fall Creek roads during the winter. With guests driving back and forth to Telluride (or elsewhere) during the day or evening for dining, entertainment, and recreation, traffic will increase and will present multiple challenges. The County Land Use Code (see Section 2-13) addresses these issues, the attendant infrastructure costs, and the responsibility of the developer.

In addition to the public roads, access to the Land Board site will present other challenges. Access to and on the private road leading to the Land Board's glamping site will require sharp turns, significant widening of the access road, and provision for fire and emergency vehicles. We can only imagine the high costs of these improvements and wonder whether the Land Board and Collective Retreats are aware of considerable difficulties (as well as the County's requirements)?

Again, before signing any prospective lease, shouldn't these issues be examined fully by the Land Board with the assistance and input of the County?

#### **5. Water and Sewer**

As is the case elsewhere in Colorado, any commercial development faces a myriad of issues relating to the provision of water and sewer as well as other utilities. SGM Engineering, which specializes in water and sewer engineering, is consulting with our group. SGM is very familiar with this area of the County and has expressed concerns over water supply and sewer issues surrounding a development of this type at this location.

Since the Collective Retreats' proposal calls for a commercial use, a proponent of the project must develop a Water Supply plan which calculates the demand requirements of the use, then analyses if and how a physical supply of water (wet water) can be provided to the site and what legal water rights can be relied upon by the developer to fulfill the requirements of the Water Supply Plan. We doubt if Collective Retreats or the Land Board has worked through a water supply plan for this use. When they do, they will surely understand that reliance upon underground wells will not offer a reliable source of water based upon experiences of nearby land owners. It is not uncommon for wells to produce less water and



run dry later in the year following spring runoff. There are likewise limitations in relying upon surface diversions from the adjacent Elk and Fall Creeks particularly when these streams are heavily spoken for by other users with senior water rights and are subject to minimum stream flows allocated to the Colorado Water Conservation Board. Any effort to develop new water rights will undoubtedly be met by many objectors. In addition to water needs for the project itself, the developer importantly will be required to provide on-site emergency water supplies to curtail and combat wildfires (as referenced below).

SGM advises that the sewer service for the property will need to comply with technical design specifications and compliance requirements for a waste water treatment system to handle effluent generated by this commercial activity. This will not be a minor review based on the number of people and units proposed. The County's Land Use Code and potential state requirements will require careful examination to protect nearby waterways and adjacent landowners.

Electrical power will need to be brought to the site. To what extent has the Land Board or Collective Retreats explored the feasibility and costs of bringing such power to the site? Who will be the provider? What alignment is proposed? How will this impact current uses on the property and adjacent landowners?

#### **6. Wildfire and Emergency Services**

As you Commissioners know well, wildfire is a growing threat to our County. What are the implications of this proposal for the risk of increased wildfire? We understand the glamping activities include individual cooking in each tent, outdoor campfires, and other activities that potentially could increase the risk of fire ignition in a remote area. What kind of on-site fire prevention facilities (including water storage) is necessary? Conversely, if a fire originates off-site and sweeps into the facility, what kind of evacuation plans would be required?

Similarly, adjustments to high altitude lodging can spark medical emergencies. This site is approximately 9000' in elevation. In the event of medical emergencies, how will emergency vehicles reach the site? How long will it take for first responders to get there? This is a particularly serious challenge during winter season.

**Conclusion:** At your June 12 meeting, we would be happy to amplify on each of the above areas if your time permits. What is critically important is that the Land Board understand that these are real issues that they will need to address to the satisfaction of the County; we would encourage the Land Board and its lessee to undertake a much more thorough evaluation of these factors and considerations before the Land Board enters into binding leases with any prospective lessee and certainly before applications are submitted to the County for review and processing. We are confident that our concerns will mirror the concerns of most, if not all, of the other landowners on Wilson Mesa.

We thank you for your consideration of these matters and look forward to hearing from you.

Sincerely,

Dan Tishman

Mark Shambaugh

cc. Colorado Board of Land Commissioners

RECEIVED  
6/11/19

June 8, 2019

HAND DELIVERED

Commissioner Kris Holstrom  
Commissioner Hilary Cooper  
Commissioner Lance Waring  
333 West Colorado Avenue, Third Floor  
Telluride, CO 81435

Dear Commissioners:

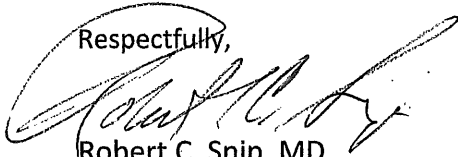
As landowners on Wilson Mesa (3834 CR 56L), we only recently learned of a proposal before the Colorado State Board of Land Commissioners regarding Collective Retreats and a 640 acre parcel owned by The State of Colorado. We are strongly opposed to what has been described as a commercial "glamping" facility. Such a facility is not compatible with the special protective category of the Stewardship Trust that was created for this tract in recognition and to protect a unique ecological property. We concur with and support the June 5, 2019 letter of Dan Tishman and Mark Shambaugh that was recently delivered to you.

That letter makes reference to the fact that Wilson Mesa has remained and is residential and agricultural aside from Many Ponies Outfit. Although at one point a commercial operation, Many Ponies Outfit, operated a horse boarding and trail riding operation on El Prado Ranch, they have not been on the property for many years having relocated all operations to Norwood. Even when Many Ponies leased El Prado, it was small, low impact, and merely added horses to a pasture for four summer months a year. It did not significantly impact wildlife, utilities, road usage, water usage, etc. Currently, unlike the commercial Many Ponies operation, we maintain a private residence on the property and offer only grazing leases for horses and cattle in keeping with the residential and agricultural uses of Wilson Mesa.

Low density, open space preservation including conservation easements is a hallmark of Wilson Mesa. The importance of preservation and scenic beauty was important in the successful fight to bury the power line over Wilson Mesa. As one of three witnesses at the PUC hearing for that issue, preservation remains paramount, and a large, high impact, high traffic commercial "glamping" development as proposed will significantly and adversely degrade wildlife habitat and is incompatible with Wilson Mesa.

We urge you to reject the proposal from Collective Retreats.

Respectfully,



Robert C. Snip, MD  
Owner and Manager  
El Prado Properties, Ltd.

RECEIVED  
6/12/19

June 11, 2019

Commissioner Hilary Cooper  
Commissioner Lancy Waring  
Commissioner Kris Holstrom  
333 W. Colorado Avenue  
Telluride, Co. 81435

Re. Colorado State Board of Land Commissioners Wilson Mesa parcel

Dear Commissioners:

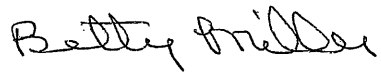
It has come to our attention that the Colorado State Board of Land Commissioners and a hospitality firm called Collective Retreats are considering the development of a luxury, "glamping" facility on state land just west of Wilson Mesa. We understand that you will be meeting with the Land Commissioners tomorrow, June 12, in Telluride to review this possible lease and development.

Wilson Mesa Ranch HOA, representing the homeowners on land adjacent to this development, wishes to go on record as opposing this potential project for a myriad of reasons. It would open our end of the County to commercial development (which you have long resisted). This special area of San Miguel County has been set aside for residential and agricultural use. It is one of the most beautiful places in Colorado and holds unique scenic, open space, and wildlife values. These values were specifically recognized when the Land Board in 1998 placed its 640 parcel into the Stewardship Trust. To now allow a large collection of luxury yurts serviced by individual water and sewer systems and the development of certain centralized facilities (which will host weddings, retreats, conferences, etc.) on a year-round basis, traffic and all, would pose a direct threat to the values we hold so dear.

We hope you will let the Land Board know that such a proposal does not fit within the County's Master Plan and Land Use Code. Rather than going through prolonged fights over this proposal, at the County, state, and even federal level, it would be prudent for the Land Board to inform Collective Retreats that this site is not suitable for the proposed use.

We are available to respond to any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Betty Miller".

Betty Miller  
President  
Wilson Mesa Ranch HOA

## MEMORANDUM

**TO:** San Miguel County Board of County Commissioners  
**FROM:** Kaye Simonson, AICP, Planning Director  
**RE:** Discussion regarding provisions in the Land Use Code for accommodations, lodging, and campground uses  
**DATE:** June 19, 2019

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### Attachments:

- Relevant Land Use Code standards and definitions regarding lodging and camping uses
- Table listing lodging and camping use by zone district
- County zoning map

### Purpose:

- To discuss lodging and camping uses
- Understand where such uses might be permitted
- Discuss development standards for lodging and camping
- Provide guidance on whether the Land Use Code should be amended

In the past 5 months, the Planning Department has fielded a number of inquiries regarding the development of lodging and camping facilities. Ideas have included eco-resorts, glamping, camping, guest ranches, yoga retreats, and recreation parks with yurts. In all but a few cases, we have not had clear answers for interested parties. In most cases, we have been able to tell people that while such proposals are technically possible, the application of the Land Use Code's density standards would make lodging uses infeasible.

In the past, the policy has been to direct lodging development to the incorporated areas. It is for this reason that the least restricted zone districts are the HD High density zone (formerly Mountain Village) and the MD Medium Density zone (primarily the Ski Ranches). Exceptions have been limited to lodging uses that predated the Code, such as the Angler Inn/Blue Jay (an approved PUD) and Skyline Guest Ranch (established in the 1950s and now closed, with the Special Use Permit relinquished). The Wright's Mesa and West End zones are more permissive with respect to lodging and camping uses.

In the discussions regarding the Master Plan amendment for Genessee Properties' site at Society Turn, the Planning Commission was concerned about impacts associated with lodging uses, such as increased traffic from people driving to and from restaurants, shops, activities and services. Lodging uses also create the need for more employee housing. Planning Commissioners raised the question as to whether lodging is a growth driver, rather than lodging being built in response to regional growth and needs.

One of the areas where lodging provides a particular challenge is in the F Forestry Agriculture Open zone district. Hotels are permitted in that zone district through a two-step special use permit, but except for the Wright's Mesa area, the number of hotel rooms that may be proposed is based on the residential density, as defined in Chapter 6. Specifically a house that is 1500 s.f. or greater is assumed to have a population of 4 people. In the F zone district, there can be 1

dwelling per 35 acres. The definition of “Population Density” indicates that a hotel, lodge, guest ranch or bed and breakfast would have 1.5 people per guest room. The following formula is used to calculate the number of permitted guests:

- $\text{Acreage}/35 = \# \text{ Dwellings}$
- $\# \text{ Dwellings} \times 4 \text{ people} = \text{residential density}$
- $\text{Residential density}/1.5 = \text{hotel rooms}$

For example, 525 acres could accommodate 15 dwelling units, with a population of 60 people, or 40 hotel rooms. Each 35-acre portion is the equivalent of 2.67 guest rooms. Someone with a 5-bedroom house on a 35-acre parcel who wanted to have a bed and breakfast would only be allowed to have 2 guest rooms. Conversely, that same house could be rented in its entirety as a short-term rental for 10 people (2 people per bedroom, maximum of 10 per property).

Aside from short term rentals, which have a limited number of regulations, there are key considerations. Unless served by public water, a commercial well permit is needed, along with a CDPHE-approved treatment system. This often entails the acquisition of water rights, construction of augmentation ponds, and adjudication through the water courts. The OWTS must be designed and built for the proposed use, which may include a restaurant. Transportation and access is another significant issue. Some properties may front on the highway, which requires access permits from CDOT. Other properties may take access from county roads while others rely on access easements across other properties. There are impacts on the surrounding neighborhoods, such as increased traffic, noise, and lighting, and most properties are located in areas that are in wildlife habitat, including winter range and production areas.

The questions on which staff would like feedback include:

- Are lodging and camping uses something that should be encouraged?
- What areas are suitable for lodging and camping uses? What areas are unsuitable?
- Should the Land Use Code be amended to facilitate the development of lodging uses in the F zone, e.g. allow hotels with more density, subject to approval of a PUD?
- Should any criteria and standards be amended?

## **Lodging and Camping Use by Zone District**

### **SAN MIGUEL COUNTY LAND USE CODE**

#### **ARTICLE 5**

#### **STANDARDS**

##### **5-302 High Density (HD)**

5-302 E Uses Allowed Subject to Board of County Commissioner Approval Pursuant to Planned Unit Development (PUD) Procedure

III. Tourist accommodations;

V. Conference facilities;

5-302 G. Density, Area and Bulk Requirements Permitted Subject to Board of County Commissioner Approval Pursuant to the Planned Unit Development (PUD) Procedure

I. Density for Residential and Tourist Accommodation Units

Maximum Density - 80 persons per acre

Minimum Density - 40 persons per acre

The density of residential and tourist accommodation development may not be greater than 40 people per acre. Density is based upon the cumulative number of people to be housed as determined by the "population level" standards (see definition in Article 6).

5-302 J. Review Standards for Land Uses and Area and Bulk Requirements Requiring Board of County Commissioner Approval pursuant to the Planned Unit Development (PUD) Procedure

An applicant seeking approval for any of the uses listed in Section 5-302 E. or approval to utilize the area and bulk requirements in Section 5-302 G. must demonstrate to the satisfaction of the Board of County Commissioners substantial compliance with the standards in this section:

I. The use is consistent with the Land Use Policies (Article 2);

II. Adequate public services such as roads, water, wastewater, public safety and fire protection are available to serve the proposed use and to insure the protection of the public health, safety and welfare in the Telluride Region;

III. Adequate mitigation by the applicant of the incremental impacts on the community's existing public services;

IV. The use minimizes or mitigates any materially adverse environmental impacts and generally utilizes the most environmentally suitable site;

V. Any proposed structures are located outside the Scenic Foreground Overlay Zone District or are designed consistently with the Scenic Foreground Overlay standards;

VI. The use is consistent with the relevant goals and objectives of the San Miguel County Comprehensive Development Plan;

VII. In the Telluride Region, acceptable guarantees that fulfill the criteria set forth in the Telluride Regional Area Master Plan have been made for the provision of:

a. Adequate alternate transportation to serve the development (see Sec. 5-2001);

b. A sufficient quantity and quality of affordable housing to house the employees attributable to the proposed land use (see Section 5-1304);

c. A sufficient quantity and quality of recreational amenities to serve the residents of the development without overburdening existing off-site recreational facilities (see Section 5-803);



### **5-303 Medium Density (MD)**

5-303 E. Uses Allowed Subject to Board of County Commissioner Approval Pursuant to the Planned Unit Development (PUD) Procedure

III. Tourist accommodations;

II. Minimum Lot Area for lots final platted or replatted following the adoption of this Land Use Code:

d. Tourist Accommodations - 20,000 sq. ft.

## **5-307 Forestry, Agriculture and Open (F)**

### **5-307 D. Uses Allowed Subject to One-step Planning Commission Review**

VIII. Hunting Lodges;

IX. Bed and Breakfasts, subject to Section 5-307 I;

### **5-307 F. Uses Allowed Subject to Two-step Special Use Permit Review**

VII. Hotels, subject to Section 5-307 I.;

5-307 I. Hotel, Guest Ranch, and Bed and Breakfast Standards for the F Zone District. In addition to complying with the standards for special uses in Section 5-10, hotels shall comply with the standards in this section:

- I. Neither activity nor traffic associated with a hotel may materially and/or substantially adversely affect ranching or farming operations, residences or scenic quality of land surrounding State or County roads;
- II. All hotel buildings must comply with the setbacks and height restrictions;
- III. Minimum Lot Size - 40 acres;
- IV. Maximum occupancy may be limited depending upon impacts on surrounding property;
- V. Accessory facilities within the hotel complex may include restrooms and showers;
- VI. Full meals must be provided for overnight guests and may be provided for others;
- VII. Exterior lighting must be shielded to prevent direct visibility of light bulbs from off-site. All exterior lighting shall be directed toward either the ground or the surface of a building. High-intensity sodium-vapor and similar lighting shall be prohibited;
- VIII. Affordable housing for hotel employees may be allowed as an accessory use;
- IX. Any other conditions necessary to preserve the character of the F Zone District and protect wildlife habitat may be applied to hotels in the F Zone District;
- X. Population density allowed, including for all Affordable Housing required and/or requested, shall not exceed the density allowed for the acreage of the subject parcel at one single-family residential unit per 35 acres (except south of Wright's Mesa and Beaver Canyon);
- XI. Sole access to the hotel parcel may not be achieved by aircraft, and all access roads must meet all applicable County road standards (except south of Wright's Mesa and Beaver Canyon); and
- XII. The hotel parcel shall be deed restricted against any future subdivision (except south of Wright's Mesa and Beaver Canyon).
- XIII. An existing hotel or guest ranch that is nonconforming solely because it includes density beyond that allowed pursuant to this Section 5-307 I. is eligible to become a permitted use under this Section, provided that the population density, including Affordable Housing for employees, is not increased.

5-307 J. Camping and Outdoor Recreation Areas and Incidental Facilities Standards In addition to complying with the standards for special uses in Section 5-10, camping and outdoor recreation areas and incidental facilities shall comply with the standards in this section.

- I. Such areas may be occupied only by persons using travel trailers, truck campers and tents for overnight and short duration camping (4-month maximum);
- II. Each space for travel trailers, truck campers and tents shall be at least 1500 sq. ft. in area;

- III. Each space shall be at least 30 ft. in width;
- IV. Each camping area shall provide a central water supply and shall have one sewage system;
- V. The source, quality, quantity, distribution system, volume and method of storage of water, and the method of collection and treatment of sewage and wastewater shall be approved by the Colorado State Department of Public Health;
- VI. No dependent travel trailer, truck camper or tent shall be located more than 200 ft. from a service building; and
  - I. Provisions shall be made for adequate all-weather walkways to each space.

**5-311 Placerville Commercial (PC)**

5-311 D. Uses Allowed Subject to One-step Planning Commission Review

VI. Bed and breakfast, Gallery;

### **5-318 Rangeland Grazing (RG)**

#### **5-318 F. Uses Expressly Prohibited**

II. General commercial uses including but not limited to hotels, motels, restaurants, mobile home parks and convention and retreat centers;

### **5-319 Wright's Mesa (WM)**

#### **5-319 B. Uses Allowed by Right on Parcels Less than 150 Acres**

VII. Bed and Breakfasts with five or fewer rooms for rent.

#### **5-319 C. Uses Allowed by Right on Parcels 150 Acres and Larger**

I. All uses allowed in Section 5-319 B.;

II. Additional Uses allowed with 100' setbacks on all sides:

c. Hunting Lodges (including Hunting Camps) and Guest Ranches accommodating up to 20 overnight guests;

#### **5-319 E. Uses Allowed Subject to One-step Planning Commission Special Use Permit Review (see Section 5-319 K.)**

V. Bed and Breakfasts with more than five rooms to rent, and Hunting Lodges and Guest Ranches on parcels less than 150 acres and/or accommodating more than 20 overnight guests;

## 5-319 Wright's Mesa Zone Districts

### e. Bed and Breakfast

A Bed and Breakfast shall comply with the following standards:

- i. Minimum Lot Area: In the WMRA district, the minimum lot area shall be five acres. In other districts, the minimum lot area shall be consistent with the zoning district standard.
- ii. Number of Rooms for Rent: The maximum number of rooms for rent shall be based on the lot area, as shown in the table below. Rental of three or fewer bedrooms will be considered an accessory use to a single-family residence.

LOT AREA	MAXIMUM NUMBER OF ROOMS FOR RENT
5 or more acres	3 rooms as an Accessory Use to SFR
5 to 150 acres	5 rooms
>150 acres	10 rooms

- iii. Setback: The structure shall be setback a minimum of 100 feet from the lot line.
- iv. Utilities: The facility shall connect and be served by the Norwood Water Commission and the Norwood Sanitation District or by a water supply system and sewage collection and disposal system approved by the Colorado Department of Public Health and Environment.
- v. Parking Screening: Provisions shall be made for adequate all- weather parking, such as gravel. Parking shall be screened and placed to the side or rear of the structures(s) to the extent possible.

### f. Recreational Vehicle Park, Travel Trailer Park or Campground in the WMLI Zone District

A recreational vehicle/travel trailer park, campground and incidental facilities shall comply with all applicable state Colorado Department of Public Health and Environment (CHPHE) and County Environmental Health review standards and with the following standards:

- i. Minimum Lot Area: The minimum lot area shall be two acres.
- ii. Maximum Lot Area: The maximum lot area shall be five acres.
- iii. Lot Size/Number of Spaces: The campground may have up to 10 spaces per acre. An applicant is not automatically entitled to this maximum density.
- iv. Duration of Stay: Such areas may be occupied only by persons using RV's, travel trailers, truck campers, and tents for overnight and short duration camping. No park or campground shall be used for long-term housing (i.e., stays of longer than 30 consecutive days or a total of 30 days within any 120-day period) unless an alternative time-frame is established as part of a special use review.
- v. Size of Spaces: Each space shall be at least 1,500 square feet and at least 30 feet wide.
- vi. Setbacks from Property Line: Front 25 feet, Side 25 feet, Rear 25 feet. The minimum setback from a residential use shall be 100 feet.
- vii. Central Water and Sewer: Each campground or park shall connect and be served by the Norwood Water Commission and the Norwood Sanitation District or a water supply system and sewage collection and disposal system approved by the Colorado Department of Public Health and Environment.

- viii. Central Refuse Disposal: The storage, collection, and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents, or other nuisance conditions.
- ix. Service Buildings: Each space shall be located a minimum of 200 feet from a service building (with restroom).
- x. Parking and Walkways Surface: Provisions shall be made for adequate all-weather parking, such as gravel, and walkways to each space. A minimum of one auto parking space shall be provided on each RV space or campsite. One additional auto parking space shall be provided for each of five RV spaces or campsites.
- xi. Screening and Landscaping: The campground or park shall be landscaped and screened from adjacent roadways and residential land uses. Such landscaping and screening plans must mitigate the visual impacts for the RV Park on the surrounding area. The adequacy of the visual mitigation shall be considered as part of the Special Use Permit.
- xii. Open Space and Recreational Areas: The campground or park shall provide common recreational area/open space area of sufficient size to meet the needs of the park occupants. Such area or areas shall not be less than ten percent of the gross area of the park or campground.
- xiii. Access: Entrances and Exits from a State Highway or County Road shall require the applicant to obtain the necessary access permits.
- xiv. A drainage plan for the site shall be provided.
- xv. Convenience establishment may be permitted as an accessory use subject to the following restrictions:
  - (a) Such establishment shall be restricted in their uses to occupants of the park.
  - (b) Such establishment shall present no visible evidence from any street outside the park of their commercial character which would attract customers other than occupants of the park.
  - (c) The structure of such facility shall not be located closer than 100 feet to any public street and shall be accessible only from a street within the park or campground.
  - (d) Such establishment shall be discontinued if the primary use is no longer in operation.
- xvi. Interior two-way roads shall be twenty (20) feet minimum width and all interior one-way roads shall be sixteen (16) feet minimum width.
- xvii. Roadways shall be designed for the safe and convenient movement of vehicles. All roadways shall be crowned to facilitate drainage. The type of road surface, gravel with dust suppressant, chip seal or paving will be determined based upon location and density as part of the Special Use Review.

#### **g. Campground Semi-Private**

A Semi-Primitive Campground shall comply with the following standards:

- i. A Semi-Primitive Campground has rudimentary facilities where such improvements are designed for protection of the site and not for the comfort of the minimal number of campers in the limited use area.
- ii. A Semi-Primitive Campground is accessible only by walk-in, equestrian, or motorized trail vehicles.
- iii. RV or trailer camping would not be allowed in a Semi-Primitive Campground.
- iv. A Semi-Primitive Campground shall comply with all applicable state of Colorado Department of Public Health and Environment (CDPHE) and County Environmental Health review standards.



- v. Number of Guests: The Campground may have up to 20 overnight guests on more than 150 acres. Campgrounds accommodating more than 20 overnight guests or less than 150 acres shall be permitted by special use review.

#### **h. Hotel or Motel**

- i. Number of Units: Shall be determined upon submittal of site plan, lot size, parking requirement and landscaping plan.
- ii. Parking: Must provide one space per unit plus one space per every 3 employees.
- iii. Utilities: The facility shall connect and be served by the Norwood Water Commission and the Norwood Sanitation District or a water supply system and sewage collection and disposal system approved by the Colorado Department of Public Health and Environment and the County Health Department.

#### **i. Lodge (Hunting or Guest Ranch)**

A lodge shall comply with the following standards:

- i. Number of Guests: The lodge may have up to 20 overnight guests on more than 150 acres. Lodges accommodating more than 20 overnight guests or less than 150 acres shall be permitted by special use review.
- ii. Setback: The structure shall be setback a minimum of 100 feet from the lot line.
- iii. Utilities: The facility shall connect and be served by the Norwood Water Commission and the Norwood Sanitation district or a water supply system and sewage collection and disposal system approved by the Colorado Department of Public Health and Environment and the County Health Department.
- iv. Parking and Screening: Provisions shall be made for adequate all-weather parking, such as gravel. Parking shall be screened from a county road or state highway and placed to the side or rear of structure(s) to the extent possible.

### **5-319 K. Wrights Mesa Definitions**

The following definitions apply specifically to Wright's Mesa. They are organized by general use categories and specific use types. **These definitions supplement the list of defined terms in Article 6 of the Land Use Code.**

#### **VISITOR ACCOMMODATIONS**

This use category includes for-profit facilities where lodging, meals, and the like are provided to transient visitors and guests for a defined period. Specific use types include, but are not limited to:

##### **Bed and Breakfast (defined in Article 6)**

##### **Campground or RV Park**

Any plot or parcel of real estate upon which two or more recreational vehicle or campsites are located, established, maintained, or occupied for dwelling or sleeping purposes for the general public as temporary living quarters for recreation or vacation purposes regardless of whether a charge is made for such accommodation.

##### **Hotel or Motel**

A building or group of buildings containing six or more sleeping rooms that are occupied or intended or designed to be occupied as temporary accommodations for persons who are lodged with or without meals, for compensation.

##### **Lodge (Hunting or Guest Ranch) (defined as "Hunting Lodge" and "Guest Ranch" in Article 6)**

## **5-320 West End (WE)**

### **5-320 B. Uses Allowed by Right**

- IX. Bed and breakfast (with up to 10 guest bedrooms);
- XI. Hunting Lodges;
- XV. Guest Ranches.

### **5-320 D. Uses Allowed Subject to One-step Planning Commission Special Use Permit Review (see Section 5-320 K.)**

- III. Campgrounds and recreational vehicle (RV) parks;

### **5-320 F. Uses Allowed Subject to Two-Step Planning Commission and Board of Commissioners Special Use Permit Review (see Section 5-320 K.)**

- XIV. Hotels and motels (excluding bed and breakfasts, guest ranches and hunting lodges).

**5-30: SHORT-TERM RENTAL**

This section shall govern the use and occupancy of a Single-family Residence, Condominium Unit or Duplex Unit by a third party for compensation for less than 30 consecutive days. The purpose of this Section is to promote public health, safety and general welfare by establishing standards for rental of a Primary Residence for less than 30 days. Any individual or entity advertising a residential unit for Short-Term Rental in any media including the Internet or who has hired a property manager to handle the Short-Term Renting of a residence is required to comply with the standards in Section 5-3001 and obtain a County Short-Term Rental Permit.

**SAN MIGUEL COUNTY LAND USE CODE**  
**ARTICLE 6**  
**DEFINITIONS**

**Bed and Breakfast**

A residential structure with an innkeeper in residence on-site that provides lodging and breakfast for temporary overnight occupants, limited to five separate bedrooms for compensation (except West End Zone District, where more rooms may be allowed). See Section 5-319 H. IV.e for the Wright's Mesa Zone Districts.

**Guest Ranch**

An establishment providing lodging for no more than 40 temporary overnight occupants. Full meals must be provided for overnight guests and may be provided for others. It may include employee lodging and accessory facilities for overnight guests.

**Hotel**

A building containing three or more individual rooms for the purpose of providing overnight lodging facilities on a short-term basis to the general public, for compensation, with or without meals, and that has common facilities for reservation and cleaning services, combined utilities and on-site management and reception.

**Hunting Lodge**

A seasonal establishment providing lodging for no more than 15 temporary overnight occupants during hunting seasons only (except in the Wright's Mesa Rural Agricultural and West End Zone Districts where more occupants may be allowed), the primary purpose of which is to provide a base for hunting excursions led by the proprietor or other employee or contractor of the establishment.

**Non-community Water System**

A non-residential water system that serves 25 or more people per day for at least 60 days per year in such facilities as restaurants, motels, campgrounds, etc.

**Population Density**

A measure of the number of persons that could be accommodated in a development, determined on the following basis:

- (1) Hotel or Lodge Unit, Guest Ranch or Bed and Breakfast Bedroom - 1.5 people;
- (2) Dwelling Unit with Floor Area less than 900 sq. ft. - 2 people
- (3) Dwelling Unit with Floor Area between 900 sq. ft. and 1,500 sq. ft. - 3 people
- (4) Dwelling Unit with Floor Area greater than 1,500 sq. ft. - 4 people

**Rooming House**

Any structure where persons are housed for compensation, by the day or week, including hotels, motels, lodges, boarding houses and dwellings into which the general public is received. Each room intended for sleeping shall be maintained in a clean and sanitary condition and has:

- (1) At least 70 square feet of habitable floor area;
  - (2) At least 30 additional square feet of floor space for each additional intended occupant; and
  - (3) Access to a flush toilet, lavatory, basin, and tub or shower in working order and properly connected to water and sewer systems, with a minimum of one toilet for each four occupants.
- Sleeping shall not be permitted in the halls of rooming houses without the express permission of the Board of County Commissioners in response to a public emergency.

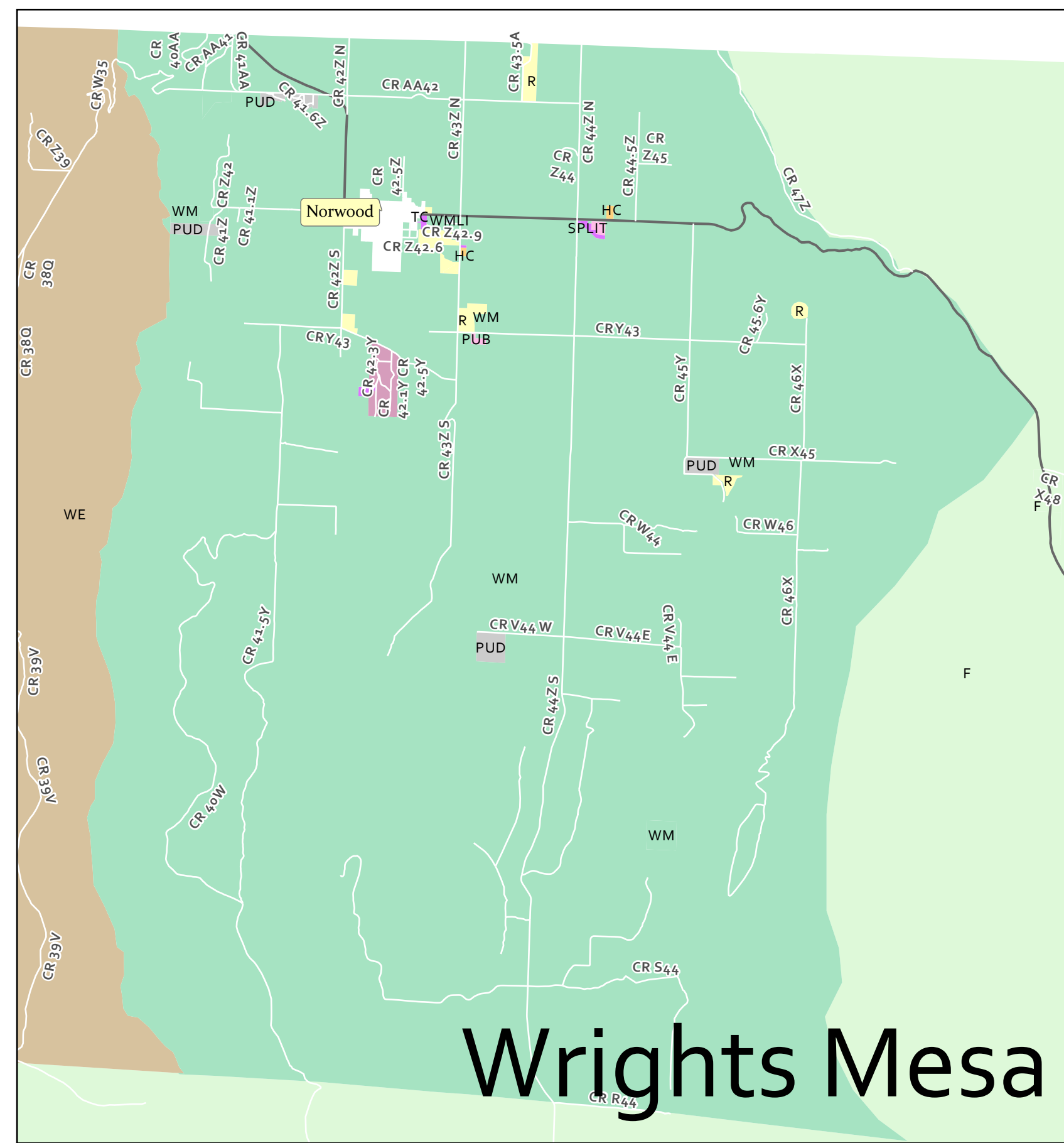
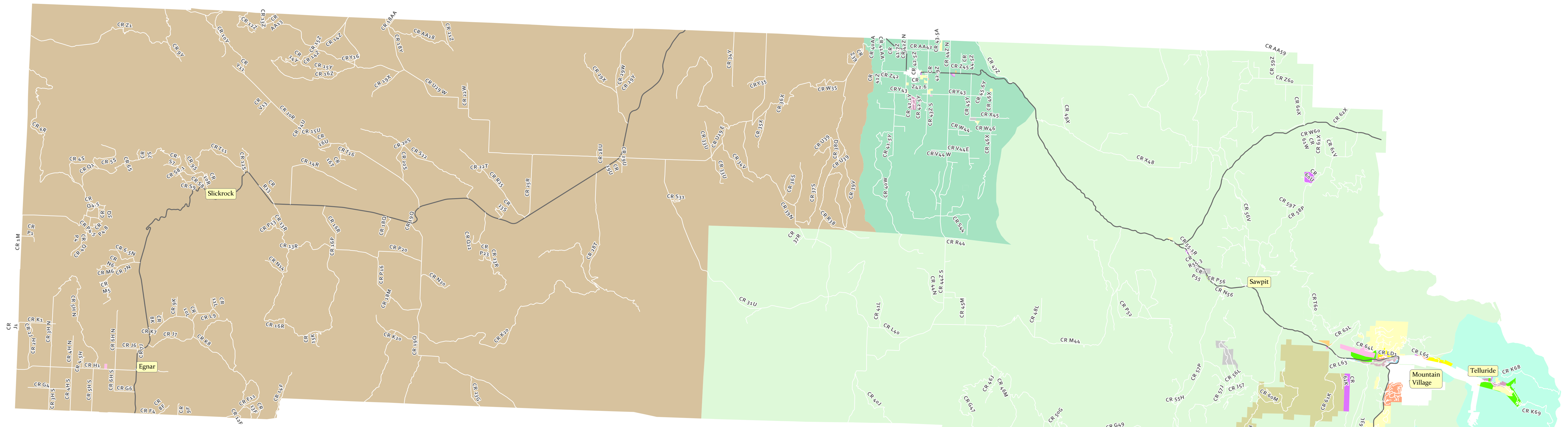
**Short-Term Rental**

A Primary Residence (residential dwelling) that is rented for durations of less than 30 consecutive days. This includes dwellings rented out by individual owners and dwellings rented out on behalf of an owner by a property management entity. Accessory Dwelling Units and/or Caretaker Units and County R-1 Housing Deed-Restricted Units are not eligible for Short-Term Rental. The following standards do not apply in the West End (WE) Zone District. Short-Term Rentals are prohibited in the Open Space (OS) Zone District and the High Country Area (HCA) Zone District. Hotels, Bed and Breakfasts, and Hunting Lodges are excluded from this definition and require an application and review through a Special Use Permit process.

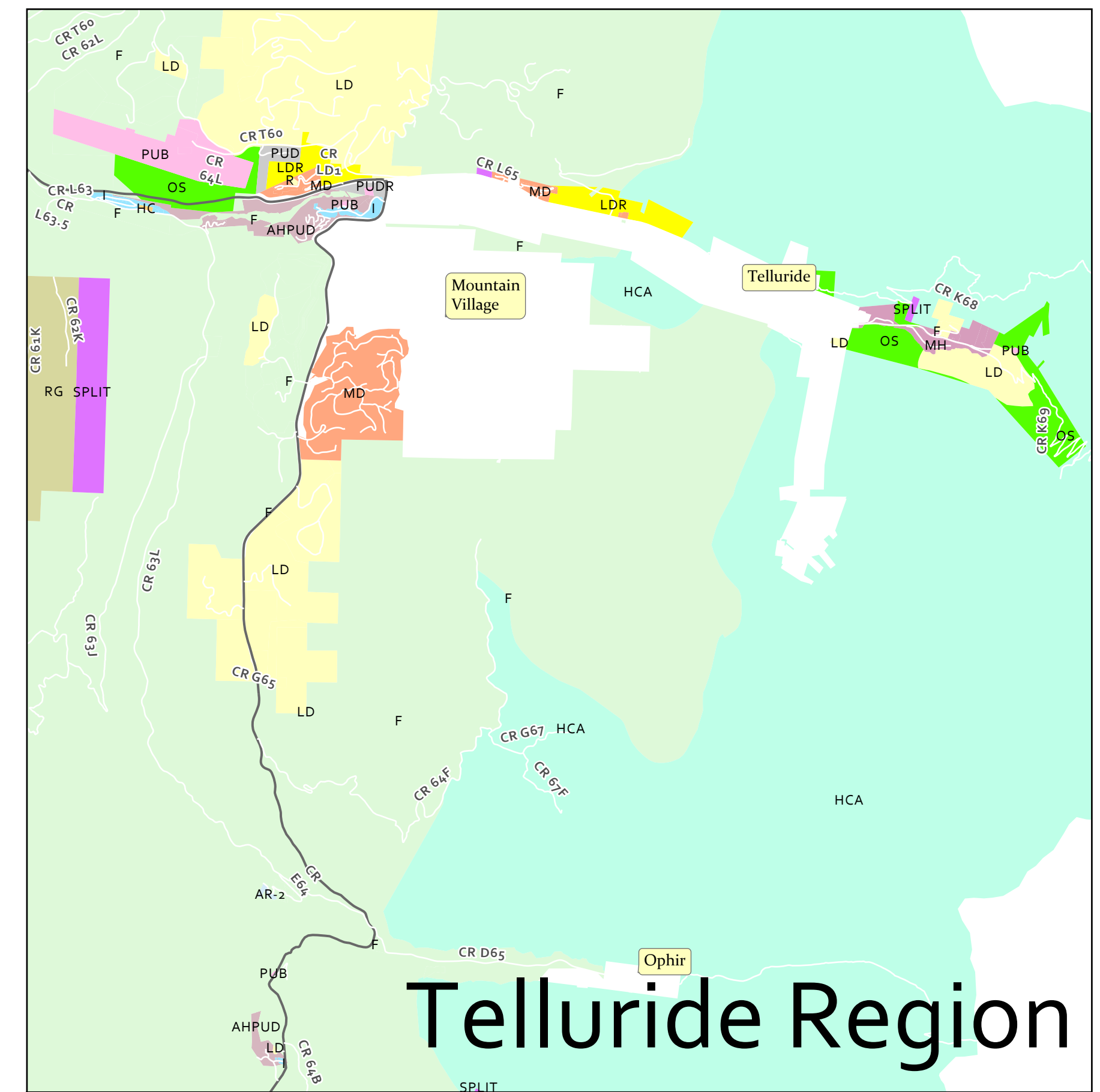
Lodging Camping Comparison by Zone District

	Short Term	Bed & Breakfast	Tourist Accommodations/ Hotel	Camping Areas/Campground	Hunting Lodges	Guest Ranch	Rural Resort or Retreat
<b>HD</b> High density	A		PUD; Density 40 people/acre				
<b>MD</b> Medium Density	A		PUD; 20,000 s.f. minimum lot area				
<b>LD</b> Low Density	A						
<b>R</b> Single-family Residential	A						
<b>F</b> Forestry, Agriculture, and Open	A	1-step; 5-307 I	2-step; 5-307 I; guests = acreage/ 35x4/1.5; density limit excludes South Wright's Mesa	1-step, 5-307 J	1-step		
<b>I</b> Low Intensity Industrial	A						
<b>PR</b> Placerville Residential	A						
<b>PC</b> Placerville Commercial	A	1-step					
<b>MH</b> Mobile Home	A						
<b>P</b> Park				1-step			
<b>OS</b> Open Space	A						
<b>RG</b> Rangeland Grazing	A						
<b>WM</b> Wright's Mesa (Current)	A	A, 5 or fewer rooms; 1-step, >5 rooms			A - 150 acres or larger; 1-step <150 acres	A - up to 20 guests, 150 acres or greater; 1-step >20 guests and/or <150 acres	
<b>WMTR</b> Wright's Mesa Town Residential	A	A, 5-319 H IV.e					
<b>WMLI</b> Wright's Mesa Light Industrial	A	1-step, 5-319 H IV.e	2-step, 5-319 H IV.h	2-step, RV Park, 5-319 H IV.f			
<b>WMRA</b> Wright's Mesa Rural Agriculture	A	A; 3 or fewer rooms, accessory to SFR, 5-acre minimum; 4-5 on 5-150 acres; 6-10 rooms on >150 acres, 5-319 H IV.e		A , semi-primitive, up to 20 guests on >150 acres; 1-step, 21 or more guests and/or less than 150 acres, 5-319 H IV.g	A, up to 20 guest; 1-step, >20 guests and/or <150 acres; 5-319 H IV.i		1-step; shall be served by Norwood water & san.
<b>WMRR</b> Wright's Mesa Rural Residential	A				A - up to 20 guests; 1-step - 21 or more guests		
<b>WE</b> West End	N/A	A - up to 10 guest rooms	2-step	1-step	A	A	
<b>LDR</b> Low Density Residential	A						





Wrights Mesa



Telluride Region

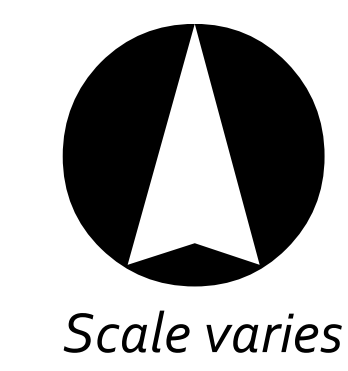
This map was adopted by the San Miguel County Board of County Commissioners on 6/20/2018 by Resolution 2018-016.

San Miguel County, Colorado | Zoning Map

Legend			
County zoning			
ACCOMMODATIONS & RECREATION	INDUSTRIAL	PLACERVILLE COMMERCIAL	TOWN COMMERCIAL
AFFORDABLE HOUSING PUD	LOW DENSITY	PLACERVILLE RESIDENTIAL	WEST END
FORESTRY/AGRICULTURE	LOW DENSITY RESIDENTIAL	PLANNED UNIT DEVELOPMENT	WRIGHTS MESA
HEAVY COMMERCIAL	MEDIUM DENSITY	PUBLIC	WRIGHTS MESA LIGHT INDUSTRIAL
HIGH COUNTRY AREA	MOBILE HOME	RANGELAND/GRAZING	
	OPEN SPACE	RESIDENTIAL	Towns
	PARK	SPLIT SEE NOTES	

**NOTE: Zoning & allowed uses on specific properties must be reviewed and confirmed by the San Miguel County Planning Department.**

For an interactive zoning map, go to [www.sanmiguelcountycolorado.gov/maps](http://www.sanmiguelcountycolorado.gov/maps), open a map viewer & locate the Land Use layers. Training videos are available.



**DISCLAIMER**  
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Path G:\GISProjects\PLANNING\CountyZoning\CountyZoning.aprx 6/25/2018  
 Heather Widlund [gis@sanmiguelcountycolorado.gov](mailto:gis@sanmiguelcountycolorado.gov)





AGENDA ITEM - 11.b.

**TITLE:**

2:15 p.m. Executive Session: Discussion in regards to Code violations (4)(b).

**Presented by:** Kaye Simonson, Planning Director, Mitch Markiewicz, County Building Official

**Time needed:** 20 mins

**PREPARED BY:**

**RECOMMENDED ACTION/MOTION:**

**INTRODUCTION/BACKGROUND:**

No backup provided.

**FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			