



BOARD OF COMMISSIONERS
HILARY COOPER KRIS HOLSTROM LANCE WARING

REGULAR MEETING AGENDA

Wednesday, September 4, 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 on an Amendment #1, Contract Number 20 FHLA 141360 with Colorado Department of Public Health and Environment of \$36,963 for the provision of Local Public Health Contract to operate the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) beginning 10/1/2019 thru 9/30/2020.
 - b. Notification of County Administrator's approval on a Sheriff's vehicle purchase (2020 Chevrolet Tahoe) not to exceed \$49,872.38.
 - c. Approval of Minutes: August 7, 2019
 - d. Ratification of Chair's signature on a 2019 Homeland Security Grant Program Agreement through West All Hazard Region.
 - e. Ratification of Commissioner's signatures on a Forest Service Proposal to Revise National Environmental Policy Act Regulations, RIN 0596-AD31.
 - f. Authorization of July 2019 Payroll and Vendor Payments.
 - g. Approval for the Road and Bridge Department to purchase a 2019 JD 310SL Backhoe loader for the Norwood District in the amount of \$79,722 (cost is after trade-in). Funds are appropriated in the 2019 Road and Bridge budget.
 - h. Ratification of Chair's signature on an amendment to the 2019 Engagement of Service Agreement for Michael J. Bordogna.
 - i. Ratification of Chair's signature on an amendment to the 2019 Engagement of Service Agreement for Lynn Black, County Administrator.
 - j. Ratification of Chair's signature on a letter of interest to become a Cooperating Agency with BLM TRFO for Transportation and Access

Planning.

- k. Late Addition: Approval of Chair's signature on an agreement between the Counties of Montrose, Delta, Gunnison and San Miguel, and Center for Mental Health to provide a Jail Based Behavioral Services Program.

- l. Other, as needed.

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

- a. 9:35 a.m. Consideration of a request by the Tri-County Health to proclaim September 2019 as Suicide Prevention Awareness Month. /MOTION
- b. Consideration of appointing a Commissioner to the CCI 2019 Legislative Committee Member and RSVP for the Legislative Committee Meeting October 11, 2019/MOTION
5 mins
- c. Other, as needed.

6. **9:45 am Update with Government Affairs/Natural Resources Director/Lynn Padgett (30mins)**

- a. Approval of Commissioners signature on a Farewell & Thank You Card for Norwood District Ranger Matt Zumstein./MOTION
- b. Approval of Commissioners signature on a Thank You Letter to BLM Southwest Colorado Fire and Aviation Management Unit./MOTION
- c. Other, as needed.

7. **10:15 am ADMINISTRATORS REPORT/Lynn Black (5mins)**

- a. Update with County Administrator
- b. Other, as needed.

8. **10:20 am COMMISSIONER AND PUBLIC DISCUSSION (5mins)**

- a. Public Discussion.
- b. Update on Outside Meetings, if needed.
- c. Website posting and press releases
- d. General Discussion.

9. **10:25 am ATTORNEY MATTERS/Amy Markwell (20mins)**

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

- a. Discussion and staff direction requested on the Colorado Oil and Gas Conservation Commission meetings.
- b. Executive Session: Review of the Common Interest Agreement associated with the Colorado Oil and Gas Conservation Commission, Citation (4)(b).

- c. Update on Litigation
- d. Other, as needed.

10. **10:45 am 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 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
Description:			

ATTACHMENTS:

Description

Calendar Review.

Upload Date

8/30/2019

August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	01	02 <u>CC4CA Steering Committee call</u>	03
04	05 <u>Special BOCC Meeting - County Board of Equalization Final Decisions</u>	06 <u>County Commissioner Discussion- Canceled</u> <u>GMUG Mine Tours</u>	07 <u>County Commissioner Meeting</u>	08 <u>SBEADMR Summer Public/Stakeholder Field Trip</u> <u>SMART Board Meeting</u>	09 <u>Lance Waring out of the office.</u>	10 <u>Lance Waring out of the office.</u>
11 <u>Lance Waring out of the office.</u>	12 <u>Lance Waring out of the office.</u> <u>Inter-Governmental Work Sessions - Host Telluride</u>	13 <u>County Commissioner Discussion</u> <u>Lance Waring out of the office.</u> <u>Colorado Soil Health Coalition call</u>	14 <u>Lance Waring out of the office.</u>	15 <u>Lance Waring out of the office.</u> <u>SBEADMR Summer Best Management Practices Field Trip</u>	16 <u>Lance Waring out of the office.</u>	17
18	19 <u>Rocky Mountain Health Foundation Listening Session</u>	20 <u>County Commissioner Discussion</u> <u>Presentation of the Placerville/Down Valley Water/Sewer Survey Results</u>	21 <u>County Commissioner Meeting</u>	22	23	24
25	26 <u>BLM Tres Rios Field Office - Travel Planning worksho</u>	27 <u>County Commissioner Discussion</u> <u>Colorado Soil Health Coalition call</u> <u>Early Childhood Advisory Panel</u>	28 <u>Magic Meadows Phase II Stakeholder Meeting</u>	29 <u>Center for Mental Health Open House</u> <u>Telluride Mountain Village Owner Association Gondola Committee/ Subcommittee Meeting</u>	30	31

September 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
01 San Miguel River Partnership Meeting.	02	03 Board Retreat with New County Manager In Place of Discussion BOCC Retreat with New County Manager	04 County Commissioner Meeting.	05	06 CC4CA Steering Committee call	07
08	09	10 County Commissioner Discussion Colorado Soil Health Coalition call	11	12 SMART Board Meeting.	13	14
15	16	17 County Commissioner Discussion Rocky Mountain Health Foundation Listening Session	18 County Commissioner Meeting - Norwood	19 Telluride Regional Airport Authority Telluride Mountain Village Owner Association Gondola Committee Meeting.	20 Club 20 - Fall Conference	21 Club 20 - Fall Conference
22	23 Meeting with the Ouray County Commissioners	24 County Commissioner Discussion Colorado Soil Health Coalition call Early Childhood Advisory Panel	25	26 Lynn Black's Retirement Party.	27	28
29	30	01	02	03	04	05

October 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	01 County Commissioner Discussion	02 County Commissioner Meeting	03	04 CC4CA Steering Committee call	05
06	07	08 County Commissioner Discussion Colorado Soil Health Coalition call	09	10 SMART Board Meeting	11	12
13	14	15 County Commissioner Discussion Scenic Byway Management Committee	16 County Commissioner Meeting	17	18	19
20	21	22 County Commissioner Discussion Colorado Soil Health Coalition call Early Childhood Advisory Panel	23	24 Telluride Mountain Village Owner Association Gondola Subcommittee Meeting	25	26
27	28	29 County Commissioner Discussion	30 County Commissioner Meeting-Budget Review	31	01	02



AGENDA ITEM - 4.a.

TITLE:

Approval of Chair's signature on an Amendment #1, Contract Number 20 FHLA 141360 with Colorado Department of Public Health and Environment of \$36,963 for the provision of Local Public Health Contract to operate the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) beginning 10/1/2019 thru 9/30/2020.

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
WIC Service Contract

Upload Date
8/22/2019



**Contract (Original or Amendment)
Acceptance Instructions
For**

Interagency/Intergovernmental & 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 PSD-WIC-A4
Attention: Cyril Padilla
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

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE(S)

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246				Original Contract Number 18 FHILA 104047		
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				Amendment Contract Number 20 FHILA 141360		
Contract Performance Beginning Date : The later of the Effective date or October 1, 2019				Current Contract Expiration Date : September 30, 2020		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	18 FHILA 104047	\$33,007.00	\$0	\$0	10/2017 - 9/2018	\$33,007.00
Option Letter #1	19 FHILA 112583	\$33,667.00	\$0	\$0	10/2017 - 9/2018	\$66,674.00
Grant Funding Change Letter #1	2019-2220	\$2,500.00	\$0	\$0	10/2018 - 9/2019	\$69,174.00
Amendment #1	20 FHILA 141360	\$36,963.00	\$0	\$0	10/2019 - 9/2020	\$106,137.00
Current Contract Maximum Cumulative Amount						\$106,137.00

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Board Of County Commissioners Of 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: _____	STATE OF COLORADO Jared S. Polis, Governor Colorado Department Of Public Health and Environment Jill Hunsaker Ryan, MPH Executive Director _____ By: Lisa McGovern, Procurement and Contracts Section Director, CDPHE Date: _____
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<p style="text-align: center;">PROGRAM APPROVAL Colorado Department of Public Health and Environment Kathryn Gasowski Nutrition Services Branch Fiscal Manager</p> <p>By: _____ Signature of Authorized CDPHE Program Approver</p> <p>Date: _____</p>	<p>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 style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</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 **October 1, 2019**, whichever is later and shall terminate on the termination of the Contract or **September 30, 2020**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to

Conduct and administer a component of the Special Supplemental Nutrition Program for Women, Infants, and Children, hereinafter referred to as the “WIC Program”, within an approved service area. Service includes, but are not limited to, nutrition education and the provisions of certain nutrition foods pregnant, lactating and postpartum women, infants, and children under five (5) years of age, whose income falls below specified levels and have an identifiable nutrition risk factor, as described in 7 CRS, Part 246, and the State’s WIC Program Manual.

The Parties now desire to increase funding and change Statement of Work for the following reason: Contract Renewal.

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 Exhibit: A: Additional Provisions #8 of the agreement. The Grant Funding Letter is deleted and replaced in its entirety with the Option Letter.
 - ii. The Parties now agree to modify Exhibit: B: Statement of Work, Standards and Requirements #1 of the agreement. The WIC Program Manual is deleted and replaced in its entirety with Policies and Procedures Manual located at <https://www.coloradowic.gov/policies-procedures/manuals/2019-wic-policy-manual>
 - iii. The Parties now agree to add Exhibit: B Statement of Work, Activity #5 Sub-Activity #11 .
 - iv. The Parties now agree to add Exhibit: B Statement of Work, Activity #5, Sub-Activity #12.
 - v. The Parties now agree to add Exhibit: B – Statement of Work, Standards and Requirements #17.
 - vi. The Parties agree to modify Exhibit D: Option Letter Template and replace with Revised Exhibit D: the new version of the Option Letter Template used by the Colorado Department of Public Health and Environment.
- D. The Amendment and all prior amendments thereto, if any, are modified as follows:
 - i. The Parties now agree to modify Exhibit C of the agreement. Exhibit C is deleted and replaced in its entirety with Exhibit G to increase the budget for the renewal term.

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.

ADDITIONAL PROVISIONS**To Contract Dated 08/4/2017 - Contract Routing Number 18 FHILA 104047**

Contract Amendment #1 Routing Number 20 FHILA 141360

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 10.557).
2. The United States Department of Agriculture (“USDA”), through the Food and Nutrition Services (“FNS”) has awarded as of 10/01/2017 anticipated federal funds of \$23,000,000.00 under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number **3C0700701**, to perform the following – to operate the Special Supplemental Nutrition Program for Women, Infants, and Children, officially known as the “WIC Program”.

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 CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget. The Contractor shall submit the invoice using one of the following three methods

Mail to:

Cyril Padilla, WIC Fiscal Administrator
Prevention Services Division – WIC Program
Colorado Department of Public Health and Environment
PSD-A4-WIC
4300 Cherry Creek Drive South
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Cyril Padilla, WIC Fiscal Administrator, cyril.padilla@state.co.us

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to:
Attention: Cyril Padilla, WIC Fiscal Administrator, 303-756-9926

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

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

4. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have **sixty (60)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

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. 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.

8. ~~The State, at its discretion, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State fiscal Year or the funds available for any specific line items described in this Grant. In order to exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit E**. The exercise of this right shall not be valid until it has been approved by the contractor.~~ 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.

9. The Contractor shall obtain the prior written approval of the State before, and as a condition of, purchasing any equipment with WIC funds that costs Five Thousand Dollars (\$5,000.00) or more. If such approval is given by the State, and the Contractor purchases the equipment, then that equipment shall be the property of the State's WIC Program

10. The Contractor shall insure that no claim is submitted to the State for the reimbursement of those services which are already funded by other state or federal programs, or for costs which are not allowable as defined in the WIC Program Manual, which is available at <http://coloradowic.com/>
11. The Contractor's claims for the reimbursement of all administrative costs shall be made in accordance with all applicable requirements imposed by the USDA, including but not limited to 7 C.F.R., Part 246, as amended, all applicable Office of Management and Budget (OMB) circulars, and the State's WIC policies, as amended.
12. Continued State financial reimbursement under this Task Order Contract is contingent upon the continued operation of the WIC program as described in this Task Order Contract, and the Contractor's timely submission of all the reports, data, or other documentation required under this Task Order Contract.
13. **Nondiscrimination:** The Recipient will comply with following the nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.*) and USDA regulations at 7 CFR Part 15, Nondiscrimination, an Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies And Procedures;
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap In Federally Assisted Programs; and
 - d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
 - e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

The following nondiscrimination statement shall be included, in full, on all materials that are produced by the grant recipient for public information, public education, or public distribution. "In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html,

and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

14. The Contractor shall agree to support full use of federal funds provided from USDA/Food and Nutrition Service to Colorado to administer the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) as established in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760 (b), as amended by Section 361 of the Health, Hunger-Free Kids Act of 2010 (Public Law 111-296). This stipulates that funds provided for administration should be excluded from local agency budget restrictions including at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC program if there are enough WIC funds available to pay for those services during the contract period
15. No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions

STATEMENT OF WORK

To Contract Dated 08/4/2017 - Contract Routing Number 18 FHLA 104047
Contract Amendment #1 Routing Number 20 FHLA 141360

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

I. Entity Name:

II. Project Description:

The WIC Program is a federally funded program established through United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) to supply specified nutritious foods and nutrition education to low income pregnant, lactating and postpartum women and children under five (5) years of age.

III. Work Plan:

Goal #1: The Women, Infants and Children (WIC) Program will improve the nutritional status of low income women and children in Colorado.	
Objective #1: The Contractor shall implement and operate the USDA – Food and Nutrition Services (FNS) Women, Infant and Children program.	
Activity #1	The Contractor shall provide nutrition education and referrals to all enrolled WIC participants
Sub-Activity	<ol style="list-style-type: none"> 1. The Contractor shall conduct and document nutrition education services in the WIC computer system, certifying participants for the WIC program and referring participants identified as having a high nutritional/medical risk factor for high risk nutrition counseling as necessary. 2. The Contractor shall create, implement, and evaluate an annual Local Agency Nutrition Education Plan. 3. The Contractor shall monitor monthly participant caseload reports and develop outreach strategies to increase program participation. 4. The Contractor shall create and maintain a current list of services and organizations for referral purposes. 5. The Contractor shall contact the WIC State Program staff at the Colorado Department of Public Health and Environment (CDPHE) with questions regarding regulation interpretation.
Activity #2	The Contractor shall provide breastfeeding support to pregnant and postpartum women.
Sub-Activity	<ol style="list-style-type: none"> 1. The Contractor shall endorse breastfeeding as the preferred and normal method of infant feeding amongst WIC program participants. 2. The Contractor shall provide appropriate breastfeeding education to all pregnant participants and throughout the postpartum period. 3. The Contractor shall establish clinic procedures to incorporate positive peer influence prenatally and during the postpartum period (could include bulletin boards, classes, support groups, and/or peer counselor contact) to encourage and support breastfeeding amongst participants. 4. The Contractor shall ensure and document within the Compass system that all staff complete the breastfeeding training module. 5. The Contractor shall collaborate with other programs/groups within its community that provide breastfeeding education and support.

	6. The Contractor shall maintain a breast pump inventory and provide appropriate breast pumps to participants, when necessary, and provide additional appropriate education on pumping and breast milk storage.
Activity #3	The Contractor shall administer food benefits to all enrolled WIC participants.
Sub-Activity	<ol style="list-style-type: none"> 1. The Contractor shall provide food benefits to all enrolled WIC participants based on the individualized food prescription. Food benefits shall be issued via the Compass computer system. 2. The Contractor shall provide training to WIC participants on use of WIC benefits. 3. The Contractor shall be responsible for the security and accountability of negotiable food instruments (WIC Checks and EBT cards) and shall reimburse the State for any WIC Program funds which are misused or otherwise diverted due to negligence, fraud, theft, embezzlement, or any other loss caused by the Contractor, its employees or agents.
Activity #4	The Contractor shall assign an employee to serve as a Local Agency Retail Coordinator (LARC).
Sub-Activity	<ol style="list-style-type: none"> 1. The LARC shall work in conjunction with the State WIC Program at CDPHE in training, outreach and compliance activities for the WIC retail stores 2. The LARC shall respond to participant and retailer issues and notify state office of unresolved or ongoing issues
Activity #5	The Contractor shall complete the necessary regulatory and administrative requirements of the program.
Sub Activity	<ol style="list-style-type: none"> 1) The Contractor shall protect the confidentiality of a recipient's identity by limiting access to the recipient's records to: the USDA, the General Accounting Office (GAO), State WIC officials, local WIC employees, the recipient's health care provider (with participant's permission), programs with a formal information sharing agreement with the State WIC Program at CDPHE and listed on the Participant's Rights and Obligations form, agencies with overlapping service areas, counties with Commodity Supplemental Food Programs to prevent dual participation, and auditors representing a federal, state or local government. Access to records by other third parties must be accompanied by a release of information signed by the recipient. 2) The Contractor shall inform the WIC State Program at CDPHE of new employees and the security role to be assigned within the WIC computer system. 3) The Contractor shall complete a security access audit two times per year regarding the current computer system users. 4) The Contractor shall require its employees to track time worked on the following WIC activities: Nutrition Education, Breastfeeding Support, Clinic Services and Administration. A time study report shall be generated by the Contractor based upon this information for the WIC State Office. 5) The Contractor shall create an annual budget for operating the WIC program and submit a copy of that budget to the WIC Fiscal Officer at CDPHE. 6) The Contractor shall provide the necessary Information Technology (IT) support, data security, and internet access necessary to operate the WIC computer and peripheral devices.

	<ol style="list-style-type: none"> 7) The Contractor shall be responsible for the security of all WIC equipment in its control or possession and shall immediately report any loss or damage to that equipment which is caused by the negligence, abuse, or misuse of the equipment by the Contractor. 8) The Contractor shall maintain a computer equipment inventory for WIC Staff. 9) The Contractor shall respond to WIC State Program at CDPHE, USDA and auditor requests. 10) The Contractor shall submit an annual salary survey for WIC personnel expenses – salary and benefits for use with the annual WIC funding formula. 11) The Contractor shall direct all requests for the disclosure of WIC participant information to the Data and Evaluation Unit at the Colorado State WIC Office. 12) The Contractor shall abide by all terms and conditions outlined in applicable Memorandums of Understanding (MOU) executed for the purposes of administering the WIC program or managing its data.
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The Contractor shall administer the WIC program to qualified participants according to specifications outlined in the federal regulations 7 C.F.R. Part 246, available at http://www.fns.usda.gov/wic/wic-laws-and-regulations and through the Colorado WIC Program Manual Policies and Procedures Manual located at https://www.coloradowic.gov/policies-procedures/manuals/2019-wic-policy-manual and any State WIC Program policy letters. 2. The Contractor shall ensure that all participants to the program meet the following eligibility requirements: <ol style="list-style-type: none"> a. Are pregnant, lactating and/or post partum women OR are children under the age of 5, who fall below the United States Department of Health and Human Services (USDHHS) income poverty guidelines, found at http://www.fns.usda.gov/wic/wic-laws-and-regulations AND b. Who have an identifiable nutrition risk factor as described in the applicable regulations and the State WIC Policies and Procedures Manual. 3. 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. 4. The Contractor shall provide an environment for the participant/WIC staff visit that is welcoming, breastfeeding friendly, and confidential. 5. The Contractor shall accommodate cultural and language diversity of participants through the use of translation services as needed. 6. The Nutrition Education Plan shall be submitted annually to the Nutrition Coordinator at the State WIC Program at CDPHE and shall include the following: <ol style="list-style-type: none"> a. Objectives b. Activities c. Methods of evaluation 7. The Contractor shall adhere to the following regarding staff: <ol style="list-style-type: none"> a. Staffing shall be sufficient to service participant caseload and meet operating standards as described in the WIC Policies and Procedures Manual. b. Any newly hired staff shall complete the WIC Certification Program as described in the WIC Policies and Procedures Manual, including new employee training c. Staff shall attend regulatory scheduled workshops or State sponsored meetings on administrative policies, procedures and nutrition. d. Staff shall exhibit a positive attitude toward breastfeeding. e. Staff shall consistently meet performance expectations. f. Qualifications of personnel assigned by the Contractor to perform the services outlined within this contract shall be available for review and approval by the State WIC Program at CDPHE. 8. IT support shall include: <ol style="list-style-type: none"> a. Ordering equipment, as directed by the State WIC Program at CDPHE.

	<ul style="list-style-type: none"> b. Setting up equipment and downloading the Compass system. c. Setting up multi-function printers, card readers and PIN pad devices for EBT, and signature pads with direction from the State WIC program. d. Ensuring that no system changes or upgrades are done to the WIC computers without first verifying that the upgrades are compatible with the WIC Compass system. e. Computers and peripherals, such as printers, shall be disposed of at the direction of the State WIC Program at CDPHE. <ol style="list-style-type: none"> 9. The Contractor shall maintain a computer equipment inventory that includes: <ul style="list-style-type: none"> a. Computer Model b. Serial Number c. Date purchased d. Acquisition Cost e. Warranty Expiration f. Computer Location. 10. Specific guidance for the Contractor's Local Agency Retail Coordinator (LARC) is provided in the WIC Policies and Procedures Manual and WIC Retailer Handbook located within the Policies and Procedures Manual. 11. Time Study reports submitted to the State WIC Program at CDPHE shall be: <ul style="list-style-type: none"> a. For each of its employees to the WIC State Program for the time frame of one week per month OR one month per quarter b. Submitted to the WIC Fiscal Officer 12. The State WIC Program at CDPHE shall provide an annual budget template. 13. The Security Access Form and Audit shall be submitted to the WIC Help Desk at the State WIC Program at CDPHE. The forms are located in the WIC Policies and Procedures Manual. 14. The State WIC Program at CDPHE shall: <ul style="list-style-type: none"> a. Conduct program and fiscal monitoring visits in accordance with the WIC Policies and Procedures Manual. b. Provide monthly caseload reports to WIC Program Directors. c. Provide nutrition education training and statewide meetings. d. Provide access to on-line nutrition education for use with WIC participants. e. Provide guidance on federal program regulations. f. Provide funding for computers, equipment, specialty trainings and state meetings. 15. The Salary Survey template will be provided to WIC Program Directors annually by the State WIC Program at CDPHE. It should be submitted for all staff members that work on the WIC program. It must include monthly salary costs, monthly benefits and monthly expected Full-Time Equivalent (FTE) hours to be worked on the WIC grant for the calendar year. The salary survey shall be submitted to the WIC Fiscal Officer at CDPHE. 16. The Contractor shall keep on file and have available for review, audit and evaluation: <ul style="list-style-type: none"> a. A copy of this contract; b. Information on the service area and financial eligibility standards used by the Contractor; c. Complete and accurate participant records documenting nutrition risk, certification information of applicants, foods prescribed, nutrition care, counseling and referrals provided under its WIC Program; d. A complete, accurate, and current accounting which documents all funds received and expended pursuant to this contract; e. Detailed inventory records as described in Standards and Requirements, #5; f. Complete and accurate retail records documenting training, monitoring and those problems, if any with each retailer; g. Racial/ethnic participation data; h. Fair hearing information; and i. Participant abuse records.
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	17. The Contractor shall provide copies of any Memorandums of Understanding (MOU) created for the purpose of administering the WIC program or its data use to the State of Colorado WIC program via email or mail upon execution.	
Expected Results of Activity(s)	All eligible applicants are provided with WIC services within processing standards.	
Measurement of Expected Results	The State WIC Program at CDPHE will review monthly caseload reports and the annual Nutrition Education Plan evaluation to determine program scope and effectiveness.	
		Completion Date
Deliverables	1. The Contractor shall submit an annual Nutrition Education Plan.	Due by September 1
	2. The Contractor shall submit an evaluation of the previous year's Nutrition Education Plan.	Due by October 30
	3. The Contractor shall submit an annual budget.	Due by November 1
	4. The Contractor shall submit monthly or quarterly time studies.	Monthly time studies due within 30 days following end of month. Quarterly time studies due within 30 days following the end of the quarter.
	5. The Contractor shall submit Security Access Forms for all employees.	Due when requesting access for a new employee or when requesting a change in access to the Compass Computer System.
	6. The Contractor shall submit Security Access Audit Forms for all WIC employees.	Due January 31st and July 31st.
	7. The Contractor shall submit an annual salary survey.	Due by January 15
	8. The Contractor shall provide computer equipment inventory	Upon Request

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Fiscal Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include the Breastfeeding Peer Counseling Monitoring form 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 **fifteen (15)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Fiscal Officer and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

OPTION LETTER #: Click here to enter text.

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246				Original Contract Number Click here to enter text.		
Contractor Click here to enter text.				Option Letter Contract Number Click here to enter text.		
Contract Performance Beginning Date : Click here to enter a date.				Current Contract Expiration Date : Click here to enter a date.		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract		\$	\$	\$		\$
Option Letter #1		\$	\$	\$		\$
Current Contract Maximum Cumulative Amount						\$

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
- D. Option to change Contract rates
- E. Option to initiate next phase of 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 for the following reason: **Click here to enter text.**
- 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, **Click or tap here to enter text.** is deleted and replaced in its entirety with **Click here to enter text.**, for the following reason: **Click here to enter text.**
- C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.** 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. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**
- E. The Contract Maximum Amount is 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 **Click here to enter a date**, whichever is later.

<p style="text-align: center;">PROGRAM APPROVAL</p> <hr/> <hr/> <p style="text-align: center;">By: Print Name & Title</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Lisa McGovern, Procurement & Contracts Section Director</p> <p>Date: _____</p>
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<p style="text-align: center;"><u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></p> <p>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.</p>
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STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
David Norris, Controller, CDPHE

Date: _____

BUDGET

To Contract Dated 08/4/2017 - Contract Routing Number 18 FHILA 104047
 Contract Amendment #1 Routing Number 20 FHILA 141360

Contract - FFY 2018 Budget (October 1, 2017 – September 30, 2018)	\$33,007.00
Option Letter #1 - FFY 2019 Budget (October 1, 2018 – September 30, 2019)	\$33,667.00
Grant Funding Letter #1 – Computer Replacement Funds Increase	\$2,500.00
Amendment #1 - FFY 2020 Budget (October 1, 2019 – September 30, 2020)	\$35,014.00
Amendment #1 – State Meeting Funds	\$1,949.00
TOTAL CONTRACT	\$106,137.00



AGENDA ITEM - 4.b.

TITLE:

Notification of County Administrator's approval on a Sheriff's vehicle purchase (2020 Chevrolet Tahoe) not to exceed \$49,872.38.

Presented by:

Time needed:

PREPARED BY:

Jennifer Dinsmore

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

The County Administrator is allowed to approve appropriated budget line items under \$50,000.

FISCAL IMPACT:

This is an approved 2019 budgeted line.

Our office requests approval for the purchase of a 2020 Tahoe from Morehart Murphey in Durango. Attached is the PO and Quote as well as an additional quote. The radio, camera and other misc equipment total an additional 10K and will be purchased separately.

--

Jennifer Dinsmore

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

ATTACHMENTS:

Description

Upload Date

Morhart Murphey Quote
Thumper Racing Tahoe Quote

8/30/2019
8/30/2019

CONTACT INFORMATION**Jennifer Dinsmore**

Phone 970-728-1911

Cell 970-596-3100

Email jenniferd@sanmiguelsheriff.org**PURCHASE ORDER**
**SAN MIGUEL
COUNTY SHERIFF**
WILLIAM S. MASTERS
SHIP TO

SAN MIGUEL COUNTY SHERIFF

ATTENTION: Jennifer Dinsmore

684 CR 63L

Telluride, Colorado 81435

VENDOR**REP****ADDRESS****EMAIL****PHONE****Morehart Murphy Regional Auto Center**

Ron Risner

Durango, CO

rrisner@mmrac.com

(970)946-0904

CC Payment 'Bill To'

Same As Above

ORDER DATE	PO NUMBER (DIVISION OR ACCOUNT NAME & INITIALS)	ACCOUNT TO BE BILLED
	JD8.29.OpsTahoe	104.0310.10.9100

DESCRIPTION	QTY	PRICE	TOTAL
2020 Chevrolet Tahoe	1.00	\$ 36,741.70	\$ 36,741.70
Emergency Equipment installation	1.00	\$ 11,821.68	\$ 11,821.68
Elements Logo application	1.00	\$ 925.00	\$ 925.00
			\$ -
60 DAY PERMI	1.00	\$ 5.00	\$ 5.00
			\$ -
			\$ -

NET 30 DAYS**Federal Tax ID 84-6000806****CO Tax # 98-04883****SUBTOTAL \$ 49,493.38****SHIPPING \$ 379.00****TOTAL \$ 49,872.38**

Jennifer Dinsmore 8.29.19

Ordered by

Date

Authorized by

8.29.19

Date

RETAIL ORDER FOR A MOTOR VEHICLE



Morehart Murphy Regional Auto Center
ph: (970) 247-2121 • fax: (970) 259-0217
31 Parker Ave/PO Box 2448, Durango, CO 81302
CHEVROLET BUICK GMC CHRYSLER DODGE RAM Jeep SUGARU

Ron Risner
SALESMAN'S NAME

San Miguel County
PURCHASER'S NAME
POB 486
STREET ADDRESS
NORWOOD Co
CITY STATE
970-728-9546
RES. PHONE BUS. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☐ DEMO ☐ USED ☒ NEW YEAR *2019* MAKE *Chevrolet*
MODEL *CK15706* BODY TYPE *Tahoe* COLOR *white* TRIM *cloth/Viny 1*
TO BE DELIVERED ON OR ABOUT STOCK # VIN MILES

CASH PRICE OF VEHICLE	<i>MSRP</i>	<i>47,836 25</i>	USED VEHICLE TRADE-IN
			YEAR MAKE
<i>Your Cost</i>	<i>36,741 70</i>		MODEL BODY TYPE
			VIN
<i>Kerr -</i>	<i>11,821 68</i>		MILES
<i>install radio's</i>			BALANCE OWED TO
<i>Elements logo</i>	<i>925 00</i>		ADDRESS
			YEAR MAKE
			MODEL BODY TYPE
			VIN
			MILES
			BALANCE OWED TO
			ADDRESS
TRADE IN ALLOWANCE	-		
TAXABLE SELL PRICE	=	<i>49,488 38</i>	
DELIVERY AND HANDLING See Definition**	+	<i>379 00</i>	
SALES TAX	+		
TITLE, FILING FEE	+		
SERVICE CONTRACT	+		
GAP	+		
<i>60 day permit</i>	+	<i>5 00</i>	
TRADE IN BALANCE	+		
TOTAL CASH PRICE	=	<i>49,872 38</i>	
REBATES			
CASH WITH ORDER			
TOTAL DOWN PAYMENT	-		
UNPAID CASH BALANCE	=	<i>49,872 38</i>	

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

Purchaser by his execution of this Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE DATE
ACCEPTED BY: DEALER OR AUTHORIZED REPRESENTATIVE
PURCHASER'S SIGNATURE DATE



OrderWORKBENCH

Stored Configuration Detail - Config # WRTQ5Z

BAC: 113050

BFC: 1

Name: MOREHART MURPHY REGIONAL AUTO CENTER

Current as of 01/09/2019 - 05:32 PM EST

---For Dealer Use Only---

BAC Information

Charge-to BAC 113050

Charge-to BFC 1

Ship-to BAC 113050

Ship-to BFC 1

Contact Name

Phone #

DAN

Stock No.

Fleet Information

Primary FAN: 956546

End-User FAN:

Bid Number:

Bid Item #:

PO #:

Model/Order Information

Configuration

Configuration Date: 01/09/2019

Description: 1FL GAZ H0U-SAN MIGUEL COUNTY

Model Year: 2019

Division: CHEVROLET

Distrib. Entity: FLT

Order Type: FBC - Fleet Political
Subdivision

Allocation Group: TAHOE

Model: CK15706 - Tahoe: 4WD

Request ID:

Requested TPW:

MSRP w/DFC †: \$47,836.25

Estimated Delivery Date:

Vehicle Specifications

PEG: 1FL - Commercial / Fleet Preferred

Trim: H0U - Cloth, Jet Black, Interior Trim

Equipment Group

Primary Color: GAZ - Summit White

Engine: L83 - Engine: 5.3L, V-8, SIDI, Active Fuel
Mgt

Emissions:

**Ordered Options:** 5HP: Single Key System, 6

Spare Keys

5W4: Vehicle Special Service,
Municipal (SEO)6E2: Fleet Common Keys
System (SEO)

6J4: Wiring - Horn/Siren Circuit

6N5: Rear Window Switches,
Inoperative

7X6: Spotlamp, Left Hand

AG1: Power Seat Adjuster
(Driver's Side)AKP: Glass, Solar Absorbing,
Tinted

AQQ: Keyless Remote Entry

ATD: Seat Delete: Third Row

AY0: Airbags-frontal, front seat
and head-curtain

BG9: Floor Covering:

Rubberized Vinyl, Black

C49: Defogger, Rear Window,
ElectricCE1: Wipers, Front intermittent,
RainsenseDL8: Mirrors, O/S, Power,
Heated

FHS: E85 Flex Fuel Capable

GU4: Rear Axle 3.08 Ratio

K34: Cruise Control

K4B: Battery, Auxiliary, 730

CCA

KI4: 110 Volt Electrical

Receptacle, In Cab

KW7: Alternator, 170 AMP

NQH: T-Case, 4WD, Electronic
Autotrac w/ Rotary Dial Ctrls

R9Y: Fleet Free Maintenance

Transmission: MYC - 6-Speed Automatic5T5: Seat Trim Override, Front Cloth/Rear
Vinyl (SEO)

6C7: Passenger Dome Light

6J3: Wiring - Grille Lamp and Speakers

6J7: Flasher System

6N6: Rear Door Locks, Inoperative

9G8: Daytime Running/Headlamp Control
Delete (SEO)AG2: Seat Adjuster, Front Passenger,
PowerAMF: Remote Keyless Entry Package,
Police/Special Svc UnitAT6: Seats, 2nd Row 60/40 Bench, Manual
Configurable

AU3: Power Door Locks

AZ3: Seats: Front 40/20/40 Split-Bench

BVE: Assist Steps

C6A: GVW Rating 7300 Lbs

CJ4: Climate Control, Electronic - Multi-
zone

FE9: Federal Emissions

G80: Locking Differential, Rear

IO5: Radio, 8" Color Screen, Bluetooth, w/
USB Port

K47: Air Cleaner, High Capacity

KC4: Cooler, Engine Oil

KNP: Transmission Cooling System

N33: Steering Column: Manual Tilt

NZZ: Underbody Shield

RBZ: Tires: P255/70 R17 All Season,
Blackwall

SAF: Spare Tire Lock

TG5: Compact Disc & MP3 Player

UD7: Rear Parking Assist Sensors

UE1: OnStar Communication System

UQ3: Speaker System

added → UTQ: Content Theft Alarm Disable ?



Credit

RD6: Wheels: 17" Steel

TB4: Rear Lift Gate, Manual

U2J: SiriusXM Satellite Radio,

Delete

UDD: Driver Info Display

UK3: Radio Controls -Steering

Wheel

UTJ: Theft Protection System,

Unauthorized Entry

UVC: Rear View Camera

System

VPV: Hdlg Charge Arlgtm Assm

To Kerr Ind. Rtn to Arlg Assm

VV4: Onstar 4G LTE Wi-Fi

Hotspot

YK6: SEO Processing Option

ZBZ: Tire, Spare, Full-Size,

P255/70R17-All Season,

Blackwal

VK3: License Plate Front Mounting

Hardware

VQ2: Holdback N/A, Dealer Fleet

Assistance

WX7: Wiring - Auxillary Speaker, for upfitter
connection

Z82: Trailering Package

ZY1: Paint, Solid

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.



PO Box 4401
Durango, CO 81302

9704420008

sales@theelementsmedia.com

Estimate

Date	Estimate #
2/2/2017	3128

Name / Address
Morehart Murphy Regional Auto Center 31 Parker Durango, CO 81303

Project
Morehart Murphy R...

Description	Qty	Rate	Total
San Miguel Sheriff Logo Side Engineer Grade Reflective Green/Gold and printed star as per photos	2	325.00	650.00T
Side - Emergency 911 Engineer Grade Reflective Green	2	35.00	70.00T
Vehicle Rear SAN MIGUEL COUNTY SHERIFF Engineer Grade Reflective Green	1	55.00	55.00T
Install	1	150.00	150.00
		Subtotal	\$925.00
		Sales Tax (0.0%)	\$0.00
		Total	\$925.00

TheElementsMedia.com



Blair Schofield
B.schofield@kerrindustries.com
Dallas – Chicago – Detroit – Toronto
Cell 1-905-449-7698
Office 1-800-585-1774

8-FEB-19

To: Morehart Murphy
Ron Risner rrisner@mmrac.com

Quote#
50-1028

From: Blair Schofield
Kerr Industries

The following options can be ordered for installation on 2019 Tahoe by referencing Upfit package **#SANMTAH-19**

Dealer is responsible to ensure the routing of the vehicles to and from Kerr, including the correct Ship-Thru code, VPV, is being applied to the order so that the proper logistics processes are put in place.

LIGHTBAR- Supply & Install a roof mounted 54" Sound Off N-Force Lightbar assembly wired to the central controller. Kit includes Rear Traffic Advisor, alley lights, take down lights, red LED modules on driver side, Blue LED modules on passenger side, and vehicle specific mounting set.

CONTROLLER- Supply & Install a siren & light controller mounted in the front equipment console.



SPEAKER- Supply & Install 100-watt siren speaker mounted behind the front grille and wired to the central controller

CORNER LEDS- Supply & Install white LED inserts for both front headlamps and red LED inserts into both rear taillamps, wired to central controller.

GRILLE LEDS- Supply & Install LED lights mounted behind the grille and wired to the central controller. Red on Driver side and Blue on Passenger side.



REAR FACING LEDS- Supply & Install a pair of LED lights surface mounted to the outside of the liftgate on each side of the license plate and wired into the central controller. Red/Blue split LEDS on both Driver and Passenger side.

MIRROR LEDS- Supply & Install a Sound Off Intersector LED mounted to the under side of each side mirror head, wired to the central controller. Red/blue split color on each side.

CONSOLE ASSEMBLY- Supply & Install a police equipment console between the driver and passenger front seats. Console kit includes armrest, dual cup holder, LED gooseneck maplight, and custom faceplates to mount siren, light, and radio equipment.

ANTENNA- Supply & Install two roof mounted antenna and cable assemblies for the supplied Motorola APX4500 & Motorola CDM1250 radios. (Customer supplied 800MHz UHF for the APX4500, and 154.5MHz for the CDM1250. Images and descriptions of the specific antennae have been attached for customer review and approval)



GUN RACK- Supply & Install a Setina stand alone gun rack mounted between the seats and behind the console assembly. Rack contains two #SC6 gun locks and will be wired into the central controller. (Customer to confirm the make and model of both guns as well as any relevant accessories that may interfere with the lock mechanism)



FLASHLIGHT- Supply & Install a Streamlight Stinger DS flashlight with charger wired into the BIT13 panel.

RADIO & VIDEO – Install customer supplied Motorola APX4500 & Motorola CDM1250 radios, and a Digital Alley video systems.

POWER DISTRIBUTION- Supply & Install power distribution system with wiring harnesses to connect into the OEM circuits and Kerr #BIT13 fuse and timer panels mounted in both the front console and the rear cargo areas. Each #BIT13 panel includes, 5 battery circuits, 5 ignition circuits, and 3 individually adjustable timer circuits that can be set to 0.5, 1, 2, or 4 hours.



Total Dealer Cost Per Vehicle - USD \$11821.68

Price is quoted in US funds and is exclusive of any applicable taxes

All equipment supplied and installed by Kerr Industries has a warranty of 3 years/36,000 miles.

Please Note:

- Pricing valid for 60 days.
- Kerr Industries assumes no liability for the specifications of the dealer ordered factory vehicle options. Please consult with your OEM/Dealer order book to confirm spec and pricing of factory options.
- All customer-supplied parts are assumed to be in working condition and compatible for the vehicle specified, no inbound testing is performed and Kerr is not responsible for additional costs and/or delays in vehicle delivery if replacement parts are required
- This document is ONLY a quote and not an order confirmation. To apply these options to your vehicles please provide the factory order confirmation numbers to Kerr and we will supply you with a detailed Kerr order summary for your review and sign back.

Thank you for the opportunity,
Blair



Thumper & Co. Racing, Inc.

557 Sower Dr.
Bayfield, CO 81122

Phone: 970-884-6100
Fax: 970-884-4190
e-mail: thumpercoracing@gmail.com

Date	Estimate #
2/18/2019	371

Name / Address
San Miguel County Sheriff's Office 684 County RD 63L Telluride, CO 81435

Estimate

Project

Quantity	Description	Total
1	D&R 12" MAPLIGHT RE/WHITE CA-0129	190.31
1	LAWS VHF ANTENNA KIT FOR HIGH POWER NARROW BAND VHF MOBILE RADIOS. -MAXRAD B-MAX 1500D BLACK VHF 1/4 WAVE 200 WATT MAX POWER RATING 150-174 MHZ. -LARSEN HF NMO CABLE NMOKFUD -LAIRD MINI UHF MALE CONNECTOR FOR RG58 CMUHF58	175.09
1	SETINA DUAL WEAPON T RAIL MOUNT WITH UNIVERSAL XL CUFF STYLE LOCKS SC6 GK10342USSCAXL	714.05
1	STREAMLIGHT STINGER DS SERIES LED FLASHLIGHT WITH 12V IN CAR CHARGER ONLY -NIMH BATTERY -180 LUMENS HIGH POWER/95 MED POWER/45 LOW POWER -FEATURES STINGER STROBE -12V IN CAR CHARGER -DUAL ACTIVATION TAIL CAP AND MAIN ACTIVATION BUTTON 75853	205.54
	KERR - BLACKOUT & WIGWAG UPFIT	3,200.00
	NOTE: ANY VEHICLES REQUIRING A LIFT WILL BE AN ADDITIONAL \$276 IN LABOR	

NOTICE:
Thumper n' Co Racing Inc. will not warranty used parts or labor installing used parts.



Sales Tax (7.9%)	\$3,317.92
Total	\$57,267.18



AGENDA ITEM - 4.c.

TITLE:

Approval of Minutes: August 7, 2019

Presented by:

Time needed:

PREPARED BY:

Carmen Warfield

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

August 7, 2019 Draft minutes

Upload Date

8/30/2019

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES**

Wednesday, August 7, 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.**
9:30 am
2. **Review of Agenda.**
3. **Calendar Review.**
4. **CONSENT AGENDA**
 - a. Authorization of January through June 2019 Payroll and Vendor Payments. (ATTACHMENT I)
 - b. Acceptance of the June 2019 Road Report.
 - c. Approval of Chair's signature on a Notice of Assignment of Claims (Updated) under a Government contract with Clearnetworx, LLC, to provide Fiber-Optic Indefeasible Right of Use Agreement. (Contract 2019-093)

MOTION by Lance Waring to approve as presented. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS:**
 - a. Request for Board approval to move forward on an IGA and plan for drainage and road repair at the intersection of Hwy 145 and CR 58P Sawpit.

Present: Ryan Righetti, County Road and Bridge Superintendent

Board Consensus to move forward on an IGA with the Town of Sawpit and Colorado Department of Transportation. Once the IGA is prepared and ready for final signature it will be agenized and presented to the Board for final approval.

- b. Presentation of the need to update the Corridor Management Plan and a designation of a Management Committee.

Present: Heidi Pankow, Ouray Tourism Office/Western Colorado Byways Rep

Board Consensus to have Lance Waring represent San Miguel County and Kris Holstrom will provide backup as needed.

- c. Update on a 7th Judicial Working Group to identify impacts to counties if the law were changed to require bond hearings within 48 hours of arrest.

Present: Sergeant Hemphill, Sheriff Masters both of the Sheriff's Office

Note: Moved from 10.a.

Late Addition: Consideration of a resolution implementing reasonable requirements as the maximum distance "key employees" may maintain as their principal place of residency.

Present: Sheriff Bill Masters

MOTION by Hilary Cooper to approve the resolution of the Board of County Commissioners of San Miguel County for a maximum distance "key employees" may maintain as their principal place of residence with the addition of wording that the Sherriff has final discretion on approval.

SECONDED by Lance Waring. **PASSED 3-0.** (ATTACHMENT II – Resolution 2019-013)

- d. Acceptance of the San Miguel County Assessor's Office report for 2019 taxable assessed value of all property, and a list of all real and personal property protests, the status/outcome of each protest, a list of movable equipment apportionment's, and a list of owners who failed to return a Personal Property Declaration Schedule.

Present: Peggy Kanter, County Assessor; Sarah Enders, Administrative Clerk

MOTION by Lance Waring to approve and accept the 2019 taxable assessed value of all property, and a list of all real and personal property protests. **SECONDED** by Hilary Cooper.
PASSED 3-0. (Contract 2019-094)

11:01 am Recessed.
11:09 a.m. Reconvened.

- e. Ratification of Commissioner's submission regarding the protest letter to the BLM regarding the Uncompaghre Field Office, Resource Management Plan.

MOTION by Hilary Cooper to ratify the Commissioner's submission protest letter to the BLM.
SECONDED by Lance Waring. **PASSED 3-0.**

6. **Update with County Government Affairs/Natural Resources Director**
 - a. Other, as needed.

Present: Lynn Padgett, County Government Affairs/Natural Resources Director

7. **PARKS AND OPEN SPACE MATTERS**
 - a. Update on the potential of a new trail at the east end that will begin on the Idarado property (Bridal Veil Creek Trail).

Present: Janet Kask, County parks and Open Space Director; Josh Borof, Open Space Commission

Board Consensus to approve entering into an agreement with Idarado and Town of Telluride for the Bridal Veil Creek Trail.

- b. Consideration of funding a contribution of \$52,500 from the County Land Heritage Program for the Potential Land Conservation Easement known as Elk Springs Ranch on Iron Springs Mesa.

Present: Janet Kask, County Parks and Open Space Director; Travis Custer, Montezuma Land Conservancy; Lindsay Yarbrough, Elk Springs Resort

MOTION by Lance Waring to approve the funding of \$52,500 from the County Land Heritage Program budget for the potential land conservation easement. **SECONDED** by Hilary Cooper.
PASSED 2-0.

Note: Kris Holstrom abstained due to a conflict of interest.

8. **ADMINISTRATORS REPORT**
 - a. Update with County Administrator.
 1. Update on the Bldg Dept. Official.
 2. Update on the Budget and meeting with Dept. Heads.
 3. Update on the Broadband Meeting.
9. **COMMISSIONER AND PUBLIC DISCUSSION**
 - a. Public Discussion.
 - b. Update on Outside Meetings
 1. Lance Waring – San Miguel River Partnership Meeting
 2. Kris Holstrom – Southwest Water Conservation Meeting
 3. Hilary Cooper – Mine Tour
 - c. ~~Website posting and press releases~~
 - d. ~~General Discussion.~~

10. **ATTORNEY MATTERS**

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

- a. Late Addition: Executive Session: Update on Paradox Midstream LLC (4)(b)
- b. Late Addition: Executive Session: Update on the San Miguel Water Conservancy District negotiations (4)(b).

Present: Amy Markwell, County Attorney

MOTION by Lance Waring to approve going into Executive Session on an update on the Paradox Midstream LLC (4)(b) and an update on the San Miguel Water Conservancy District negotiations (4)(b). **SECONDED** by Hilary Cooper. **PASSED 3-0.**

Note: The County Attorney requested that item 10.a and 10.b. not have written minutes as it constitutes an attorney-client communication and; a signed statement by the chair of the local public body attesting that the portion of the executive session that was not written was confined to a permissible executive session topic. (ATTACHMENT III)

12:01 p.m. Recessed.

12:25 p.m. Reconvened.

11. **Adjournment.**

12:25 p.m.

20190807-BOCC-Audio

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Kris Holstrom, Chair

ATTEST:

Lynn M. Black, County Administrator



AGENDA ITEM - 4.d.

TITLE:

Ratification of Chair's signature on a 2019 Homeland Security Grant Program Agreement through West All Hazard Region.

Presented by:

Time needed:

PREPARED BY:

Jennifer Dinsmore

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

Homeland Security Regional Grant

Upload Date

8/22/2019



Office of San Miguel County
Board of Commissioners
333 W. Colorado Ave 3rd Floor
Telluride, Colorado 81435
carmenw@sanmiguelcountyco.gov

August 20, 2019

Larisa Cannon
Grants and Contract Manager
Division of Homeland Security and Emergency Management
8000 South Chester Street, Suite 575
Centennial, CO. 80112

Dear Larisa Cannon,

Enclosed is two single-sided grant agreements with the Chair's signature.

Further questions or comments should be addressed to:

Jill Hart
West All Hazard Region
Homeland Security Grant Coordinator
jhart@sanmiguelsheriff.org/Direct 970-728-2043

Sincerely,


Carmen Warfield, Chief Deputy Clerk

c.c. File



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety
Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Jill Hart
Regional Homeland Security Coordinator
West All-Hazard Region
333 W. Colorado Avenue / P.O. Box 1170
Telluride, CO 81435

August 16, 2019

19SHS20WR

Dear Homeland Security Regional Coordinator,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to issue the sub-award grant agreement for the 2019 Homeland Security Grant Program (HSGP). FEMA has approved the State's application and has provided the funding for this year's grant program.

This letter is not a notice to begin working on the Region's projects.

Before any work can begin for this grant program, a fully signed and executed grant agreement between the State of Colorado and the All-Hazard Region must be completed. Please be aware that the grant start date is contingent upon the timely execution of the grant agreement. All regional projects must be completed by August 31, 2022 or sooner.

We appreciate and acknowledge the effort invested in this grant and look forward to working closely with you and your staff as you implement your projects. Our staff will be in contact with you as the grant process moves forward. Thank you in advance for your cooperation.

As always, you may contact any of us in the Grants and Contracts section at DHSEM if you have any questions regarding your 2019 HSGP sub-award agreement and/or the HSGP program.

Sincerely,

Larisa Cannon
Grants and Contracts Manager
Division of Homeland Security and Emergency Management

CC: Charina Velasquez, Grant Specialist
Grant File



COLORADO
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety	Grant Maximum Amount \$188,321.00
Grantee San Miguel County	Grant Issuance Date Effective Date
Agreement Number Encumbrance #: 19SHS20WR Subrecipient DUNS#: 014856074 Federal Award Identification # (FAIN): EMW-2019-SS-00066-S01 Total Amount of the Federal Award: \$7,327,500.00 Federal Award Date: August 5, 2019 Name of Federal Awarding Agency: FEMA CFDA 97.067 Homeland Security Grant Program Identification if the Award is for R&D: No	Grant Expiration Date August 31, 2022 Fund Expenditure End Date August 31, 2022 Grant Authority Federal Authority to enter into this Grant exists in the Homeland Security Act of 2002 through CFDA 97.067 and State Authority to enter this Grant exists in CRS §24-1-128.6.
Grant Purpose Support preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas essential to achieving the National Preparedness Goal of a secure and resilient Nation.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Sample Option Letter 4. Exhibit D, Federal Provisions. <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit D, Federal Provisions. 2. The provisions of the other sections of the main body of this Grant. 3. Exhibit A, Statement of Work. 4. Exhibit B, Budget. 	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">GRANTEE SAN MIGUEL COUNTY</p> <p>By: <u>Kris Holstrom</u></p> <p>Title: <u>Chair</u></p> <p><u>Kris Holstrom</u> *Signature</p> <p>Date: <u>8/20/2019</u></p>	<p style="text-align: center;">2nd Grantee Signature <i>if Needed</i></p> <p>By: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>
<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p style="text-align: center;">_____ By: Kevin R. Klein, Director</p> <p style="text-align: center;">Date: _____</p>	
<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">_____ By: Colorado Department of Public Safety, William F. Archambault, Jr., State Controller Delegate</p> <p style="text-align: center;">Effective Date: _____</p>	

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1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- 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 and 24-73-101 C.R.S.

- R. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- 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, 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 the 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. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Z. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- AA. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- BB. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

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

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual

net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

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

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

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

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

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

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

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

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

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

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Federal Provisions

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

EXHIBIT A, STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT(S).

- 1.1 Project Description.** Support preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas essential to achieving the National Preparedness Goal of a secure and resilient Nation. Subrecipient will execute and complete the projects as specified and outlined in their approved 2019 application.
- 1.2 Project Expenses.** Project expenses include the costs to hire the contractor to complete the project as described in §1.1 of this Exhibit A. All eligible expenses are listed in the budget table in Exhibit B.
- 1.3 Non-Federal Match:** This non-federal match section ☐ applies to or does not apply ☒ to this Grant. If it applies, this Grant requires a non-federal match contribution of % of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match ☒ may or may not ☐ include in-kind match.

2. DELIVERABLES:

- 2.1** Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit A.
- 2.2** List additional grant deliverables: None.

3. REPORTING REQUIREMENTS:

- 3.1 Quarterly Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated on the Agreement's Signature and Cover Page of the Grant Agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the Department of Public Safety throughout the life of the grant. Reports shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 30
January – March	April 30
April – June	July 30
July – September	October 30

- 3.2 Final Reports:** Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Colorado Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The Colorado Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Colorado Division of

Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Colorado Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

- 5.1 Payment Schedule:** Grantee shall submit requests for reimbursement using the Colorado Division of Homeland Security and Emergency Management's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §3.1. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of Exhibit B. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any progress reports are delinquent at the time of a payment request, the Colorado Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.
- 5.2 Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.
- 5.3 Remittance Address.** If mailed, payments shall be sent to the representative identified in §6 of this Exhibit A. Grant:

Ramona Rummel, Finance Manager
P.O. Box 486
Norwood, CO 81423

6. PRINCIPAL REPRESENTATIVES:

For the State:

Larisa Cannon, Grants & Contracts Manager
Department of Public Safety,
Division of Homeland Security & Emergency
Management
8000 South Chester Street, Suite 575
Centennial, CO 80112
Larisa.Cannon@state.co.us

For Grantee:

Jill Hart, West All-Hazard Region
Homeland Security Grant Coordinator
San Miguel Sheriff's Office
8681 S Warhawk Road
Conifer, CO 80433
jhart@sanmiguelsheriff.org

7. ADMINISTRATIVE REQUIREMENTS:

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

- 7.1** Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

7.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$10,000 or more are prominently marked in a manner similar to the

following: Purchased with funds provided by the U.S. Department of Homeland Security.

7.1.2 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

7.2 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

7.2.1 Any sole source transaction in excess of \$250,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

7.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

7.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.

7.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -“This project was supported by grant #19SHS20WR, issued by the Colorado Division of Homeland Security and Emergency Management.”

7.2.5 Grantee shall verify that all purchases are listed in **§1 or §7** of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period at <https://www.fema.gov/authorized-equipment-list>. Additionally, funds used to support emergency communications activities should comply with the FY 2019 SAFECOM Guidance for Emergency Communication Grants, at https://www.911.gov/pdf/OEC_SAFECOM_Guidance_Emergency_Communications_Grants_FY_2019.pdf

7.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$10,000 or more, are assigned without the prior written consent of the Colorado Division of Homeland Security and Emergency Management.

7.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.

7.3 Additional Administrative Requirements:

7.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Division of Homeland Security and Emergency Management.

7.3.2 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

7.3.3 All funding related to exercises must be managed and executed in accordance with the

Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise.

EXHIBIT B, BUDGET

BUDGET:

<i>Project Activity/Line Item</i>	<i>Federal Share</i>
Planning	\$ 25,000.00
Equipment	\$ 154,952.00
Training	\$ 0.00
Exercise	\$ 0.00
Management & Admin	\$ 8,369.00
TOTAL BUDGET	\$ 188,321.00

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Department of Public Safety	Option Letter Number Insert the FORM 1 Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Option Agreement Number Insert CMS Number
Original Agreement	Option Agreement Maximum Amount \$Insert Amount
CMS Number:	Insert CMS Number
Encumbrance #:	MG4145xxxxxx
Subrecipient DUNS#:	Insert DUNS Number
Executive Order Identification #:	EMW-2017-SS-00050-S01
Award Date	Insert Full Date
Disaster Emeregy Fund Identification if the Award is for R&D:	No
	Agreement Performance Beginning Date Month Day, Year
	Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to modify Budget table under the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with §(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Month Day, Year and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above. The maximum amount payable by the State for performance of this Grant Agreement is increased/decreased to \$ _____ and the maximum amount of local matching funds, if applicable, is \$ _____. The total project amount is \$ _____.

<i>Project Activity/Line Item</i>	<i>State Share</i>
Organization	\$ 0.00
Planning	\$ 0.00
Equipment	\$ 0.00
Training	\$ 0.00
TOTAL AWARD AMOUNT	\$ 0.00

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller.

<p>STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p>_____</p> <p>By: Kevin R. Klein, Director</p> <p>Date: _____</p>	<p>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.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Colorado Department of Public Safety, William F. Archambault, Jr., State Controller Delegate</p> <p>Option Effective Date: _____</p>
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EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Agreement” means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.
 - 2.1.2. “Award” means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2.1. Awards may be in the form of:
 - 2.1.2.1.1. Grants;
 - 2.1.2.1.2. Contracts;
 - 2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 2.1.2.1.4. Loans;
 - 2.1.2.1.5. Loan Guarantees;
 - 2.1.2.1.6. Subsidies;
 - 2.1.2.1.7. Insurance;
 - 2.1.2.1.8. Food commodities;
 - 2.1.2.1.9. Direct appropriations;
 - 2.1.2.1.10. Assessed and voluntary contributions; and
 - 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
 - 2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
 - 2.1.2.2. Award **does not** include:
 - 2.1.2.2.1. Technical assistance, which provides services in lieu of money;
 - 2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 2.1.2.2.3. Any award classified for security purposes; or

- 2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.14. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15. “Federal Provisions” means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

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

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award

modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

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

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
- 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. **Procurement Procedures.** A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

“Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
 - 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing

such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

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



AGENDA ITEM - 4.e.

TITLE:

Ratification of Commissioner's signatures on a Forest Service Proposal to Revise National Environmental Policy Act Regulations, RIN 0596-AD31.

Presented by:

Time needed:

PREPARED BY:

BOCC

RECOMMENDED ACTION/MOTION:

To approve as presented. Verbal approval by the Board to submit a letter on August 21, 2019.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description
NEPA letter

Upload Date
8/28/2019



BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

August 21, 2019

The Hon. Victoria Christiansen, Chief
U.S. Forest Service
1400 Independence Ave, SW
Washington, DC 20250-1111
Victoria.christiansen@usda.gov

NEPA Services Group
c/o Amy Barker
USDA Forest Service
125 South State Street, Suite 1705
Salt Lake City, UT 84138
nepa-procedures-revision@fs.fed.us

Re: Forest Service Proposal to Revise National Environmental Policy Act Regulations, RIN 0596–AD31

Dear Chief Christiansen and Ms. Barker:

San Miguel County appreciates the opportunity to comment on the USFS proposal to modify its National Environmental Policy Act (NEPA) regulations. San Miguel County is over 60 percent publicly managed lands, our communities depend on them for a wide range of economic and environmental and we consider the USFS an important agency partner.

We strongly oppose the revision of NEPA as drafted the management of USFS lands immediately adjacent to San Miguel County property and around the County is of significant concern to us. Over 20 percent of the County is managed by the USFS. These areas provide important ecosystem services that are essential to our clean air and water. These lands also provide opportunities for recreation that are a major economic driver for our community. The careful stewardship of these lands is critical to the physical and economic well-being of our County.

We have multiple shared management issues that require close collaboration with our state and federal agency partners including wildfire and drought mitigation, protection of biodiversity, combating invasive species, and promoting forest health generally. None of these issues respect legal property boundaries; collaboration and consultation between the USFS and the County are essential for effective management. The management of USFS lands affects the health, safety and welfare of the environment, our residents and visitors. We value our current partnership with the local and regional USFS professionals with whom we work on an almost daily basis to protect and wisely manage our natural resources. San Miguel County has been a Cooperating Agency and actively engaged in stakeholder processes through the years. We also participate at the national level on numerous USFS related issues.

The NEPA process has played an important role in fostering that partnership. It helps to ensure that federal agencies use the best available science to disclose the environmental impacts of, and alternatives to, their proposed actions, and that the public is kept informed of agency plans and included in agency decision-making.

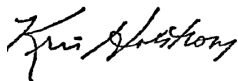
The current proposed revision would eliminate the opportunity for comment from San Miguel County and/or members of the public on more than 90 percent of agency decisions. This is certainly not in the best interest of the government and residents of San Miguel County or the nation as a whole. Eliminating public comment opportunities on all categories of actions for which the USFS has concluded the action is unlikely to have significant effects and can be “categorically excluded” from NEPA compliance could have far reaching consequences.

In addition, the proposed rule would create numerous new categorical exclusions. Significant activities such as large-scale logging, road construction, and conversion of illegal off-road vehicle trails to official system roads could all be approved with no environmental analysis, no consideration of alternatives and no county or public comment. Given the intertwined relationship between USFS and county lands across Colorado, these activities would have significant impacts on county-owned properties while removing the ability of the county or the public to comment under NEPA.

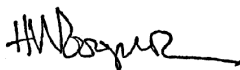
The stated purpose of this rule is to speed up review and implementation of projects and we support greater efficiency in the process as a whole. However, limiting public input could in fact slow down projects due to public opposition and subsequent legal challenges. We do not believe that restricting citizen involvement and curtailing consideration of sound science and environmental impacts is an effective way to build support for, and to effectively complete, important projects.

We support the more extensive comments submitted by Eagle County, Colorado (see attached). We adamantly oppose the USFS’s proposed revision of NEPA, request that it is withdrawn from consideration and that thorough consideration of public comment is ALWAYS prioritized by the USFS.

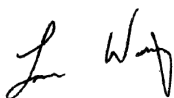
Sincerely,
San Miguel County, Colorado
Board of Commissioners



Kris Holstrom, Chair



Hilary Cooper, Vice Chair



Lance Waring, Commissioner



Board of County Commissioners

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July 24, 2019

Director Dawe
Deputy Chief French
Undersecretary Hubbard
Forest Service
US Department of Agriculture

RE: Proposed Rule "National Environmental Policy Act Compliance," Docket ID No. FS-2019-0010

Dear Director Dawe, Deputy Chief French, and Undersecretary Hubbard:

The Forest Service is responsible for managing extensive public lands located within Eagle County, which includes portions of the following protected areas: the White River National Forest, the Eagles Nest Wilderness, the Flat Tops Wilderness, and the Holy Cross Wilderness.

The Forest Service is a critical partner, as our community relies on these public lands for our quality of life. These areas provide clean water, a healthy environment, and opportunities for recreation that are a major economic driver for our community. The careful stewardship of these lands is critical to the physical and economic well-being of our community.

In addition to what these lands mean to our citizens, the White River National Forest is the most visited national forest in the nation and provides a haven to countless visitors who come each year to experience these lands that are managed to fulfill the mission of the Forest Service - to sustain healthy, diverse, and productive forests and grasslands for present and future generations.

Eagle County understands that an increasing percentage of the Forest Service's resources have been spent each year to provide for wildfire suppression, and the County supports the Forest Service's goal of improving the efficiency of environmental analysis and decision making to help the agency ensure that lands and watersheds are sustainable, healthy, and productive; mitigate wildfire risk; and contribute to the economic health of rural communities through use and access opportunities.

Eagle County thanks the agency for the opportunity to review and comment on the Proposed Rule "National Environmental Policy Act Compliance," Docket ID No. FS-2019-0010. Eagle County respectfully submits the following itemized comments for your consideration.



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Generally, the County is concerned that the proposed revisions will dramatically reduce our opportunity as a government partner, and the opportunity of our community as members of the public, to meaningfully engage in decisions that may have a significant impact to our lives and livelihoods. The County is also concerned that the proposed significant expansion of activities that would be documented with a categorical exclusion is not backed by adequate scientific evidence to support a determination that many of these activities, either alone or in combination, would not have a significant environmental effect. The County does not believe the proposed revisions strike the right balance between efficient process and the agency's role as a steward of National Forest lands, which are a critical public good. The County looks forward to working with the Forest Service as the agency continues to refine rule updates that support not only the goals of the agency, but also the needs of our community and visitors.

1. Scoping

Eagle County is concerned that the proposed changes to the Forest Service NEPA regulations weaken scoping for activities not requiring an Environmental Impact Statement. These changes are in contradiction to the CEQ's NEPA policy direction which requires Federal agencies to encourage and facilitate public involvement in decisions which affect the quality of the human environment to the fullest extent possible [40 C.F.R. §1500.2(d)]. These changes are also in contradiction to the purpose of NEPA, which requires that NEPA procedures ensure that environmental information is available to public officials and citizens before decisions are made and before actions are taken [40 C.F.R. §1500.1(b)]. In addition, scoping is a critical step in making a determination regarding the appropriate level of NEPA review for a given action and the proposed changes create a risk that projects may inappropriately be documented with a CE or EA without a proper vetting process, which includes public input and a thorough evaluation of extraordinary circumstances.

a. Proposed deletion of existing requirement in 36 C.F.R. §220.4(e)(1)

This section currently states that: "Scoping is required for all Forest Service proposed actions, including those that would appear to be categorically excluded from further analysis and documentation in an EA or an EIS (§ 220.6)."

The result of the change is that the Forest Service will no longer provide the public with an opportunity to comment on projects documented with a CE. Additionally, based on proposed changes, not all environmental assessments will be subject to public comment. The agency explains in its Federal Register notice:

The Agency will continue to require scoping for EISs in accordance with CEQ regulations at 40 CFR 1501.7. Outside of the minimum requirements listed at (d)(1) and (2) of this section,



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additional public engagement is at the discretion of the responsible official, except where specified by applicable statutes and regulations. For example, the current 36 CFR 218 regulations require public comment for EAs that are subject to the Project-Level Predecisional Administrative Review Process (FR Vol. 84, No. 114 pp. 27545).

Current regulations already provide discretion to the responsible official to “right-size” the public engagement and scoping processes based on the nature and specifics of each proposed action. The reason for the proposed removal of this section is unclear.

b. Proposed deletion of existing requirement in 36 C.F.R. §220.6(c)

The proposed changes also remove the following guidance related to scoping, which is located at 36 C.F.R. §220.6(c) of the current regulations:

Scoping. If the responsible official determines, based on scoping, that it is uncertain whether the proposed action may have a significant effect on the environment, prepare an EA. If the responsible official determines, based on scoping, that the proposed action may have a significant environmental effect, prepare an EIS.

Per 40 C.F.R. §1501.3(b) agencies may prepare an environmental assessment on any action at any time in order to assist agency planning and decision making, and consistent with §1507.3(b)(iii), agency procedures shall include specific criteria for and identification of those typical classes of action which normally require environmental assessments but not necessarily environmental impact statements.

With the proposed deletion of the guidance currently contained in 36 C.F.R. §220.6(c), the remaining guidance in §220.6(a) would seem to direct the responsible official to make more use of CEs, again, at a time when the Forest Service is proposing to expand the types and number of projects that may be covered by CEs, while also limiting or altogether eliminating the opportunity for public input on these same projects.

The combination of these proposed changes will lead to less scientific evaluation of the environmental impact of proposed activities while limiting public involvement which acts as a failsafe for identifying projects that may have significant environmental impacts felt by local communities. These major changes are contrary to the purpose and policy of NEPA [40 C.F.R. §1500.2(d) and 40 C.F.R. §1500.1(b) respectively].



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Eagle County urges the Forest Service to retain the language currently at 36 C.F.R. §220.4(e)(1) and 36 C.F.R. §220.6(c) critical scoping sections, which are needed in order to meet the intent of NEPA and to fulfill the agency's responsibilities thereunder.

2. Additions to discretion of the responsible official

Proposed changes discussed in this section assign broad discretion to the responsible official, allowing this individual to determine the likelihood of substantial adverse effects associated with a proposed activity, to weigh short-term adverse effects against long term benefits, to choose to apply previous NEPA reviews to new proposed activities, and to use multiple CEs to cover one proposed action. The proposed language would allow actions with known adverse short-term effects to proceed under a CE and make discretionary the scientific evaluation of the likelihood of substantial adverse effects, regardless of resource conditions, including: flood plains, wetlands, or municipal watersheds; Congressionally designated areas, such as wilderness, wilderness study areas, or national recreation areas; and inventoried roadless area or potential wilderness area.

NEPA provides the framework for making great decisions. These proposed changes subvert this framework by replacing scientific analysis, public engagement, and transparency, with individual discretion related to projects with the potential to have significant environmental impacts in sensitive protected areas represented by the resource conditions listed as extraordinary circumstances.

a. Proposed change to 36 C.F.R. §220.5(b)(2)

The noticed rule proposes to replace the existing language at 36 C.F.R. §220.5(b)(2):

The mere presence of one or more of these resource conditions does not preclude use of a categorical exclusion (CE). It is the existence of a cause-effect relationship between a proposed action and the potential effect on these resource conditions, and if such a relationship exists, the degree of the potential effect of a proposed action on these resource conditions that determines whether extraordinary circumstances exist.

With the proposed language:

The mere presence of one or more of these resource conditions does not preclude use of a categorical exclusion. Extraordinary circumstances exist when there is a cause-and-effect relationship between a proposed action and listed resource conditions and the responsible official determines that there is a likelihood of substantial adverse effects. The responsible official may consider whether long-term beneficial effects outweigh short-term adverse effects in making this determination.



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The proposed language raises the bar for determining that extraordinary circumstances exist by requiring that the responsible official determines that there is a likelihood of substantial adverse effects. The current language is more appropriate as it directs the responsible official to consider the degree of potential effect on resource conditions, and requires that resource conditions be considered in determining whether extraordinary circumstances related to a proposed action warrant analysis and documentation in an EA or EIS, which are the appropriate pathways for determining the likelihood of substantial adverse effects. Federal and state entities have determined that these resource conditions warrant strong environmental protection and the proposed language represents an unacceptable weakening of protection by placing an inappropriate level of discretion with an individual.

Further, the proposed change allows the responsible official to consider temporal aspects of impacts, which is inappropriate, as the threshold for further evaluation is *whether* significant environmental effects will occur, not *when* these effects may occur. If adverse environmental effects will occur, regardless of when, the activity does not meet the definition of a CE.

The proposed changes undermine a NEPA framework that has been carefully designed to produce great decisions based on scientific analysis, public engagement, and transparency, by replacing these elements with broad personal discretion. **Eagle County urges the Forest Service to retain the current language in 36 C.F.R. § 220.5(b)(2) as the proposed language does not adequately protect the sensitive environments associated with the listed resource conditions.**

b. Proposed addition of “Determination of NEPA Adequacy”

The Forest Service is proposing to add the ability to use a “Determination of NEPA Adequacy” for proposed projects. A Determination of NEPA Adequacy would mean that:

NEPA analysis performed for a previous proposed action can suffice for a new proposed action. A Determination of NEPA Adequacy (DNA) is a tool to determine whether a previously completed NEPA analysis can satisfy NEPA’s requirements for a subsequent proposed action [220.4(i)(1)].

The courts have found in some instances that the Bureau of Land Management’s use of DNAs have lacked sufficient site-specific analysis and the agency has been required in those cases to perform additional scoping and environmental analysis.

Furthermore, some BLM DNAs have moved forward without the opportunity for public comment. Language proposed at 220.4(i)(2) states in part that:



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New project and activity decisions made in reliance on a DNA shall be subject to all applicable notice, comment, and administrative review processes.

However, given that DNAs are not contemplated by NEPA, CEQ, or any other regulations, it is unclear what notice, comment, and administrative review processes, if any, would be applicable.

The use of DNAs has not been proven to be best practice. The County urges the agency to develop thorough guidance that will ensure that the use of DNAs would provide adequate site-specific environmental analysis for a new proposed project. Prior to adopting the use of DNAs, the County urges the agency to draft and submit for public review the language that will be adopted within the proposed regulatory update, laying out the notice, comment, and administrative review processes which will apply to the DNA process. **Eagle County opposes addition of DNA at this time based on lack of evidence that it would provide adequate environmental protection or opportunity for public input.**

c. Introduction of the use of multiple CEs for a single action

The term categorical exclusion is defined at 40 C.F.R. §1508.4 as a category of actions which do not individually or cumulatively have a significant effect on the human environment and which have been found to have no such effect in procedures adopted by a Federal agency in implementation of these regulations (§1507.3) and for which, therefore, neither an environmental assessment nor an environmental impact statement is required.

The Forest Service is proposing to allow the use of multiple CEs to carry out land management decisions:

Where a proposed action consists of multiple activities, and all of the activities that comprise the proposed action fall within one or more CEs, the responsible official may rely on multiple categories for a single proposed action. This approach shall not be used to avoid any express constraints or limiting factors that apply to a particular CE. This clarification to paragraph (a) is consistent with CEQ's definition of CEs as categories of actions that do not individually or cumulatively have a significant effect on the environment (FR Vol. 84, No. 114, pp. 27546).

A piecemeal application of CEs to different aspects of one action does not consider the effects of the action as a whole. CEs are designed to apply to a category of activities that don't individually or cumulatively have a significant effect - the evaluation of activities when establishing a CE does not take into consideration the possible synergistic effects of combining those activities with activities covered by other CEs.



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Additionally, a number of the Forest Service's existing and proposed CEs have length (e.g. road construction) or area (e.g. restoration activities) restrictions, because the agency has determined that these activities may have a significant effect at and above a given footprint. Allowing for the combination of CEs to cover one action may result in actions with larger footprints being document with a CE, despite that the impact of the action may increase corresponding to the size of the footprint.

The County urges the agency to strike the proposed added language at 220.5(a) as he proposed approach of using multiple CEs to document one action does not fit with the definition and intent of categorical exclusions, and is likely to result in highly impactful actions being approved without the proper level of scientific analysis and public involvement

3. Changes to categorical exclusions

The Forest Service has proposed the addition of multiple new categorical exclusions to its NEPA regulations. According to the CEQ, "the ultimate goal of the NEPA process is to foster excellent action that protects, restores, and enhances our environment. This is achieved through the utilization of environmental assessments (EAs) and environmental impact statements (EISs), which provide public officials with relevant information and allow a "hard look" at the potential environmental consequences of each proposed project" (<https://ceq.doe.gov/>).

Given that EAs and EISs are identified as the pathway for great decision making, CEs should only be used as appropriate and not as a way to circumvent the critical role played by EAs and EISs. Eagle County is concerned that the extensiveness of the proposed expansion of CEs does not strike the appropriate balance between improving efficiency and fulfilling the responsibility of the Forest Service as a resource protection agency under NEPA, which is our basic national charter for the protection of the environment.

a. Eagle County is strongly opposed to the addition of these three (3) proposed CEs:

- i. 220.5(e)(23): converting a non-NFS or unauthorized trail or trail segment to an NFS trail.
- ii. 220.5(e)(24): construction of up to 5 miles of NFS roads.
- iii. 220.5(e)(25): converting a non-NFS or unauthorized road to an NFS road.

The Forest Service described some of the impacts of roads to watersheds and ecosystems, as well as the inability of the agency to maintain even it's existing road system with the 2001 roadless rule:

Roads have long been recognized as one of the primary human-caused sources of soil and water disturbances in forested environments (FEIS Vol. 1, 3–44). For example, while landslides are a



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natural process, extensive research and other investigations in the West have closely associated land management activities, particularly roading and timber harvest, with accelerated incidence of landslides by several orders of magnitude (FEIS Vol. 1, 3–58). A joint study by the Forest Service and Bureau of Land Management in Oregon and Washington found that of 1,290 landslides reviewed in 41 sub-watersheds, 52% were related to roads, 31% to timber harvest, and 17% occurred in undisturbed forest (FEIS Vol. 1, 3–59). Another evaluation of landslides initiated by the Siuslaw National Forest found that roads were the source of 41% of landslides, harvest units less than 20 years old were the source of 36%, while natural forest processes accounted for the remaining 23%. Without the disturbance caused by roads and associated activities, stream channels are more likely to function naturally (FEIS Vol. 1, 3–54). Current road construction and timber harvest practices reduce the potential for damage associated with the use of earlier and less sophisticated techniques. However, even with today's improved design standards for road construction and timber harvest, these activities can still result in adverse effects to watersheds. These effects include pollution, changes to water temperatures and nutrient cycles, and increased sediment from storm or runoff events that exceed road design standards (FEIS Vol. 1, 3–45 to 3–50).

The agency further stated that:

Road construction, reconstruction, and timber harvesting activities can result in fragmentation of ecosystems, the introduction of non-native invasive species, and other adverse consequences to the health and integrity of inventoried roadless areas (FEIS Vol. 1, 3–128 to 3–136).

And, finally:

Additionally, the size of the existing forest road system and attendant budget constraints prevent the agency from managing its road system to the safety and environmental standards to which it was built (FR Vol 66, No. 9, pp. 3244).

Improperly situated roads and trails, along with the often associated increased level of human activity, can create extensive resource damage. Therefore, the placement of roads and trails should be the result of careful management decisions, informed by scientific analysis of the environmental impacts and also informed by public input. The illegal creation of roads and trails should not be legitimized through a rubber stamp conversion process, as these illegal roads and trails are often found in sensitive areas, where land restoration rather than conversion is the appropriate management decision.



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Roads and trails, even of limited length, may have significant environmental impacts. Through the description of the impacts of roads presented by the Forest Service alone, it is clear that these proposed CEs are incompatible with the standard for a CE as an action that does not individually or cumulatively have significant effect. **Eagle County urges the agency to strike proposed CEs 23, 24, and 25 from the final rule due to the potential for significant environmental impacts associated with roads and trails.**

- b. The Forest Service has proposed an additional CE at 36 C.F.R. §220.5(e)(26) Ecosystem restoration and/or resilience activities:

The Forest Service reviewed recently implemented actions to develop this proposed CE by randomly selecting a sample of 68 projects from over 718 projects completed under an EA from fiscal years 2012 to 2016. The average of commercial and non-commercial harvest activities from the 68 sampled EAs was 4,237 acres, and the average of total project activities was 7,369 acres. Further information on these projects is available in the supporting statement for Certain Restoration Projects and its associated appendices (FR Vol. 84, No. 114 pp. 27549).

A review of the supporting documentation offered by the agency in support of this CE by the Western Environmental Law Center showed that in its review, the agency surveyed 11 Forest Service employees, and consulted 3 monitoring documents to arrive at the acreage limitations. Of the 68 projects surveyed, the agency received information regarding environmental effects for only 16 of them.

Eagle County believes the proposed action deserves a more thorough quantitative review, including a larger sampling of existing environmental data. **The County strongly opposes adoption of this proposed CE at § 220.5(e)(26).**

- c. The Forest Service has proposed an additional CE at 220.5(e)(27) related to using another agency's CE:

A Forest Service action that will be implemented jointly with another Federal agency and the action qualifies for a categorical exclusion of the other Federal agency. If the Forest Service chooses to use another Federal agency's categorical exclusion to cover a proposed action, the responsible official must obtain written concurrence from the other Federal agency that the categorical exclusion applies to the proposed action.

Eagle County is concerned that the addition of proposed CE (e)(27) circumvents the process used by the Forest Service in evaluation of the other proposed new CEs by denying the public the opportunity to comment on other agency's CEs that may be used under CE(e)(27) by the Forest Service. This approach



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also appears to misplace the decision-making authority for determining the appropriate level of NEPA review another federal agency. Other federal agencies may have different guiding principles, objectives, responsibilities, or other considerations that would make a CE that is appropriate for that agency, not appropriate for the Forest Service. **Eagle County strongly opposes adoption of the proposed CE at 220.5(e)(27).**

4. Environmental impact statements

- a. Proposed section 220.7 removes the existing class of activities normally requiring an EIS at 36 C.F.R. 220.5(a)(2) which lists “Proposals that would substantially alter the undeveloped character of an inventoried roadless area or a potential wilderness area.”

Per the Forest Service website:

The National Wilderness Preservation System is a network of over 109 million acres – more area than the state of California - of public land comprised of more than 760 wilderness areas administered for the American people by the federal government. These are special places where nature still calls the shots. Places where people like you, with an appetite for adventure, can find a sense of true self-reliance and experience solitude. They are final holdout refuges for a long list of rare, threatened, and endangered species, forced to the edges by modern development. They are the headwaters of critical, life-infusing rivers and streams. They are places where law mandates above all else that wildness be retained for our current generation, and those who will follow (<https://www.fs.fed.us/managing-land/wilderness>).

Per the Forest Service (2001):

At the national level, Forest Service officials have the responsibility to consider the “whole picture” regarding the management of the National Forest System, including inventoried roadless areas. Local land management planning efforts may not always recognize the national significance of inventoried roadless areas and the values they represent in an increasingly developed landscape. If management decisions for these areas were made on a case-by-case basis at a forest or regional level, inventoried roadless areas and their ecological characteristics and social values could be incrementally reduced through road construction and certain forms of timber harvest. Added together, the nation-wide results of these reductions could be a substantial loss of quality and quantity of roadless area values and characteristics over time (FR Vol. 66, No. 9, pp. 3246).



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Based on the Forest Service's own assessment of the value of roadless and wilderness areas, Eagle County strongly recommends that this class remain part of the agency's NEPA regulations, as development of an EIS is an appropriate pathway to evaluating the "whole picture".

- b. Proposed addition at 220.7(a)(3) Mining operations that involve surface disturbance on greater than 640 acres over the life of the proposed action

The likely interpretation of this added language is that a mining operation of 639 acres or less would not require an EIS. Mining operations of this size can have very significant environmental effects. The Forest Service has not provided any scientific evidence to support the addition of this language, therefore, **Eagle County opposes this addition on the basis that it would likely reduce public involvement and preparation of EIS without due consideration of site-specific impacts for a proposed mining operation.**

Please feel free to contact Maureen Mulcahy, Environmental Policy Planner, at (970) 328-8816 or maureen.mulcahy@eaglecounty.us if you have any questions related to these comments.

Jeanne McQueeney
Chair

Kathy Chandler-Henry
Commissioner

Matt Scherr
Commissioner



AGENDA ITEM - 4.f.

TITLE:

Authorization of July 2019 Payroll and Vendor Payments.

Presented by:

Time needed:

PREPARED BY:

Ramona Rummel

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

July 2019 Payroll and Vendor Payments

Upload Date

8/26/2019



FINANCE OFFICE

RAMONA RUMMEL, FINANCE MANAGER

August 23, 2019

To: Board of County Commissioners
Lynn Black, County Administrator

Below please find a summary of payments issued during the month of July 2019. This presentation of claims is required per CRS 30-25-110.

Staff is recommending the approval of these payments via consent agenda on September 4, 2019.

Any questions, please let me know. Thank you.

Per 30-25-110 C.R. S. Claims presented to the board - when-how paid.

July 2019 Payments		
	PAYROLL	VENDOR PAYMENTS
101 - General Fund	\$502,910.06	\$328,655.32
102 - Road & Bridge Fund	\$94,383.05	\$87,314.24
103 - Social Services Fund	\$29,092.86	\$8,104.99
104 - Sales Tax Capital Fund	\$0.00	\$24,288.13
106 - Transit Fund	\$0.00	\$64,707.22
107 - Retirement Fund	\$33,638.81	\$665.29
108- Parks and Open Space Fund	\$27,765.93	\$31,195.98
109 - Conservation Trust Fund	\$0.00	\$0.00
110 - Lodging Tax Fund	\$0.00	\$23,482.39
111 - Vegetation Management Fund	\$2,266.22	\$21,282.82
112 - Early Childhood Education Fund	\$0.00	\$0.00
115 - Public Health & Environment Fund	\$10,782.32	\$10,335.98
116 - Energy Fund	\$0.00	\$0.00
224 - Housing Authority	\$0.00	\$1,304.69
226 - Solid Waste Disposal District	\$0.00	\$4,339.21
TOTALS	\$700,839.25	\$605,676.26



AGENDA ITEM - 4.g.

TITLE:

Approval for the Road and Bridge Department to purchase a 2019 JD 310SL Backhoe loader for the Norwood District in the amount of \$79,722 (cost is after trade-in). Funds are appropriated in the 2019 Road and Bridge budget.

Presented by:

Time needed:

PREPARED BY:

Ryan Righetti

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Memo and bids attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Road and Bridge
Description:			

ATTACHMENTS:

Description

2019 Backhoe Purchase

Upload Date

8/26/2019



ROAD & BRIDGE DEPARTMENT

RYAN RIGHETTI, ROAD SUPERINTENDENT

MEMORANDUM

TO Board of County Commissioners
CC Ramona Rummel, County Finance Manager
FROM Ryan Righetti, Road Director
DATE August 22, 2019
RE: 2019 Backhoe Purchase

The 2019 approved Road & Bridge Budget included funds to purchase a backhoe for the Norwood District. Staff recently requested quotes from Case, Cat & John Deere that would include the trade-in value of Unit 220, 1995 JD 310D Backhoe it would replace.

The following quotes were received:

	<u>Original Price</u>	<u>Trade-in</u>	<u>Final Price</u>
• Honnen Equipment, Grand Jct, CO JD 310SL Backhoe Loader	99,722.00	20,000.00	79,722.00
• Wagner Equipment, Durango, CO Cat 420F2 Backhoe Loader	101,582.26	14,900.00	86,682.26
• Century Equipment, Clifton, CO Case 580	124,215.00	10,000.00	114,215.00

Road & Bridge is requesting approval to purchase the JD 310SL Backhoe Loader and trade in the 1995 JD310 Backhoe for the amount of \$79,722. The approved budget is \$100,000 for a savings of \$20,878.

Suggested Motion

To approve the purchase of a 2019 JD 310SL Backhoe Loader for the Road & Bridge Department, and trade in the 1995 JD 310 Backhoe, in the amount of \$79,722 from funds appropriated in the 2019 Road & Bridge Budget.



AGENDA ITEM - 4.h.

TITLE:

Ratification of Chair's signature on an amendment to the 2019 Engagement of Service Agreement for Michael J. Bordogna.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

To ratify Chair's signature.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Mike Bordogna Amended contract

Upload Date

8/30/2019

AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED EMPLOYMENT AGREEMENT ("Amended Agreement"), made and entered into on Aug 30, 2019 by and between the Board of County Commissioners of San Miguel County, Colorado ("the Board"), and Michael J. Bordogna, ("Employee").

RECITALS

WHEREAS, the Board and Employee entered into an Employment Agreement on July 17, 2019; and

WHEREAS, the Board hired Employee as County Manager for San Miguel County with an original start date of September 1, 2019; and

WHEREAS, Employee actually began work for the Board on August 1, 2019; and

WHEREAS, the Board desires to compensate Employee for time spent on County business; and

WHEREAS, Employee desires employment as County Manager of San Miguel County.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Amended Agreement agree as follows:

AMENDED AGREEMENT

1. **Duties.** Employee shall perform the duties of County Manager as outlined in the attached job description and as prescribed by the Board and as amended from time to time.
2. **Salary.** Board agrees to pay Employee a salary for his services rendered at a rate of approximately \$5,576.93 bi-weekly (annual rate of \$145,000) thereafter, payable in installments at the same time as other employees of the County are paid starting August 1, 2019. In addition, Board may increase Employee's base salary and/or benefits in such amounts and to such extent as the Board may determine that it is desirable to do so by an annual salary review. Employee shall also be entitled to receive any cost of living adjustment that is made on a county-wide basis during the annual salary review.
3. **Housing Allowance.** Employee shall be eligible for a housing allowance of \$1500 per month or the temporary use of the county-owned condominium located in Eider Creek ("County Condo") if available. If Employee chooses the temporary use of the County Condo, there will be a separate agreement detailing the terms and conditions of said use. At any time Employee is not residing in the County Condo, he is eligible for the stated housing allowance until such time that

this Amended Agreement is modified by either the Board or the Employee. Employee's housing allowance option will start on September 1, 2019.

4. Personnel Guidelines. Employee's employment shall additionally be governed by the provisions of the San Miguel County Employee Handbook and Administrative Policy Manual as they now exist or may be amended from time to time, except as otherwise provided in this Amended Agreement.

5. Vacation & Sick Leave. The Board shall provide the Employee with the vacation and sick leave benefits as set forth in the Board's Employee Handbook, except as otherwise provided for herein.

6. Personal Time. The Board shall provide the Employee with personal time benefits as prescribed by the Board's Employee Handbook, except as otherwise provided for herein.

7. Paid Administrative Leave. The Board recognizes that the Employee may devote a great deal of his time outside normal office hours to business of the Board, and to that end, Employee will be allowed to take up to six (6) paid administrative leave days per calendar year at any time as long as organizational needs permit. Paid administrative leave days shall not accumulate from year-to-year, and Employee shall not receive any compensation or payment for any unused administrative leave days.

8. Benefits. Employee shall be eligible for the benefit package options offered to regular full-time employees, subject to the terms and conditions of any existing or future plans for the provision of such benefits to county employees including but not limited to health insurance, dental insurance, vision insurance, disability, and life insurance. Health, dental, and vision insurance will begin the first of the month after 30 days. Where a premium is necessary to provide medical, dental, vision, disability or life insurance coverage for the Employee and/or Employee's family, the premium shall be paid by the Board at the same rate as is available to county employees.

a. Employee shall be provided a county-issued mobile phone, or at his election, may elect to receive a mobile phone stipend in an amount equal to that provided to other key county employees.

b. Each pay period, the Board shall provide the Employee with the retirement contribution as prescribed by the Board's Employee Handbook. If the maximum contribution and match are increased in the future for other full-time county employees, then Employee shall receive the same maximum contribution and match equal to such new maximum.

c. Board agrees to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Board, as budgeted or approved in advance by the Board in its discretion.

- d. Board agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official meetings and occasions adequate to continue the professional development of Employee and to adequately pursue reasonably necessary official and other functions for the Board, as budgeted or approved in advance by the Board in its discretion.
 - e. Board also agrees to budget and pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are reasonably necessary for his professional development and the good of the Board, as budgeted or approved in advance by the Board in its discretion.
 - f. Employee shall be entitled to the use of a county-owned fleet vehicle for temporary, county-related travel as outlined in section 4-6 of the Administrative Policy Manual.
9. Business Expenses. Employee shall be entitled to reimbursement for all reasonable and necessary business expenses including travel, food, lodging and similar expenses upon submission of appropriate documentation, or shall be entitled to per diem rates available to other county employees, as set forth by the Board.
10. Annual Review. Employee's job performance shall be reviewed by the Board on or before November 1st of each year of employment. The parties expressly agree that such reviews are not a commitment by the Board to employ Employee for a one-year period, a series of one-year periods, or any other fixed term.
11. Term of Agreement. The terms of this Amended Agreement shall be from August 1, 2019 through December 31, 2020. If not terminated on or before December 31, 2020, then it shall be automatically renewed upon adoption of the annual budget without further execution or formality of an additional agreement, under the same terms and conditions contained herein. The term of employment shall not prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer pursuant to section 13 or for the Board to terminate Employee's employment pursuant to section 11.
12. Termination. The Board may terminate this Amended Agreement with or without cause by providing at least thirty (30) days advance written notice to Employee. Any decision of the Board which fails to appropriate sufficient funds to meet the financial obligations of the Board herein shall be considered a termination without cause. The date of termination shall commence on the thirty-first (31st) day or as of a fixed day set by the Board.
13. Severance. If the Employee is terminated *without cause*, the Board shall provide a minimum severance payment in an amount equal to three (3) months of Employee's then-current base salary rate, plus three (3) months of medical, dental, and vision insurance benefits as are being provided immediately prior to the notice of termination. Payment of all accrued and unused vacation and/or sick leave shall not be considered severance pay but shall be paid to Employee pursuant to the Employee Handbook. Employee shall have the option of taking any

severance payment paid in one lump sum or in installments similar to the payment of salary in section 2 as of the date of termination. If Employee chooses installment payments, said payments shall be completed no later than the end of the next fiscal year from the date of termination. Employee shall not continue to accrue any sick/vacation time past the date of termination.

If Employee is terminated *for cause*, then the Board is not obligated to pay severance under this section. For purposes of this Amended Agreement, the term “for cause” shall be defined as one of the following:

- a. Any breach of this Amended Agreement by the Employee as determined in the reasonable judgment of the Board;
- b. The neglect, nonfeasance, or malfeasance of the Employee in the performance of the services contemplated by the Amended Agreement;
- c. Any act involving moral turpitude or intentional dishonesty as determined in the reasonable judgment of the Board;
- d. Employee’s conviction of a felony or Class 1 misdemeanor in a court of competent jurisdiction; or
- e. Employee’s knowing violation of any (a) civil rights, anti-discrimination, or other similar laws, and (b) the Standards of Conduct Act at C.R.S. 24-18-101 et seq. or any similar law relating to public officials or employees.

14. Resignation. Employee may terminate this Amended Agreement by providing at least thirty (30) days advance written notice to the Board of such resignation. If Employee terminates this Amended Agreement pursuant to this provision, other than at the request of the Board, he shall not be entitled to receive any severance pay, but if she has given the required notice, he shall be entitled to receive his full salary and benefits through the date of termination in addition to payment of accrued and unused vacation leave and sick leave as set forth in section 12. Employee shall not be entitled to the payment of accrued and unused sick leave if the required notice is not provided.

15. Indemnification. The Board acknowledges that Employee does not maintain legal malpractice insurance or errors and omissions insurance. Except for willful and wanton misconduct, in the event Employee is made or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that she is or was an employee of the Board, or is or was serving at the request of the Board in any capacity, Board shall defend Employee, and Employee shall be, to the extent permissible by law, indemnified and held harmless by Board with respect to all costs, expenses, damages, liabilities, judgments, and attorney’s fees incurred by Employee and staff of County Manager’s office as a result of such action, suit, or proceeding.

16. Appropriations. The Board and Employee recognize that the obligations of the Board under this Amended Agreement shall be from year-to-year and do not create a multiple-fiscal-year direct or other financial obligation. However, it is the intent of the parties that the appropriation necessary to satisfy said obligations shall be annually renewed, and the County Finance Director is hereby directed to include in the budget proposals submitted to the Board, in each year prior to the termination of this Amended Agreement, amounts sufficient to meet the Board's obligations hereunder. Approval of the annual budget, while Employee remains County Manager, shall confirm that the subsequent annual budget appropriation has been made for all financial obligations contained herein for the subsequent fiscal year.

17. General Provisions.

- a. The text herein shall constitute the entire Amended Agreement between parties and may be modified only by a written instrument duly executed by the parties.
- b. In the event of any dispute regarding the terms of this Amended Agreement, venue shall only be proper in San Miguel County, Colorado.
- c. The failure of either party to exercise any of its rights under this Amended Agreement shall not be deemed to be a waiver of those rights.
- d. If any provision, or any portion thereof, contained in this Amended Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Amended Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the day and year first above written.

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

BY: Kris Holstrom
Kris Holstrom, Chair

ATTEST:

BY: Carmen Warfield
Carmen Warfield, Clerk to the Board

EMPLOYEE

Michael J. Bordogna
Michael J. Bordogna, County Manager

ATTACHMENT A

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

COUNTY MANAGER

Department: BOCC

Pay Grade: 64

FLSA Status: Full time; Exempt

JOB SUMMARY

The County Manager directs the day-to-day operations of San Miguel County through the policies and direction of the Board of County Commissioners (BOCC) and is responsible for the efficient management of the business and concerns of the County. The County Manager advocates the San Miguel County Vision Statement, Mission Statement and Core Values providing leadership within the County organization and ensures collaboration with the BOCC, Departments, and employees and with other jurisdictions, agencies and associations.

Supervision Received: Receives direct supervision from the Board of County Commissioners.

Supervision Exercised: Exercises direct supervision over Division/Department Heads, except the County Attorney. Administrative Support personnel, and may oversee special project staff and committee assignments.

ESSENTIAL JOB FUNCTIONS

- Hires, commends, disciplines and terminates County Commissioners Office administrative staff and the appointed Department Heads, except the County Attorney and Public Health Director. Develops their potential and monitors/evaluates their performance to maintain efficiency and quality of work (work on this sentence). Coordinates the various activities of the County through the direction of the County Department Heads.
- Assists San Miguel County Elected Officials when necessary to help them meet their statutory requirements. Schedules regular meetings between BOCC and other County Elected Officials.
- Attends and participates in Board of County Commissioner meetings; directs preparation of the commission meeting agendas; provides staff support and research to the Board; develops and recommends policies and procedures and presents the same for the Board's consideration. Informs the board of pertinent items on the agenda which require their particular attention and concern; provides background data on important matters coming before the board.
- Oversees and ensures the County's adherence to all statutory requirements.

- Exercises signature authority for routine personnel, financial and management actions where the direct involvement of the Board is not required.
- Coordinates activities of the various County departments to ensure that County Goals are achieved, and ensures that departments follow through with the policies and the direction of the BOCC.
- Monitors and coordinates with Department Heads regarding Board approved projects, programs and contracts; keeps Board apprised of progress on periodic basis.
- Coordinates the annual strategic planning, goal setting and budget development processes. Brings critical budget issues to BOCC for discussion. Presents final budget to BOCC for approval. Ensures expense and revenue budgets are managed properly. Enforces cost control measures, eliminates redundant systems, and establishes and implements County cost measurements.
- Directs salary and benefit surveys and brings final recommendations to BOCC. Reviews and recommends to BOCC changes in classification, department structure and hiring new employees above entry level salary.
- Is responsible for administrative oversight of County employee benefits package (health insurance, retirement plan, etc.)
- Ensures that all County departments comply with County policies (purchasing, personnel, motorpool, etc.).
- Assists departments in finding and developing grant opportunities.
- Represents the governing board at meetings with Federal, State, Regional and Municipal officials; acts as County spokesperson in absence of the Board Chairman or as directed by the Board.
- Follows legislation that affects County government. Works with BOCC to develop responses to legislative proposals.
- Is responsible for the development and review of the BOCC weekly meeting agendas and the BOCC monthly meeting list.
- Oversees the development and dissemination of public information and approves for media release.
- Directs the development of administrative or program studies, the preparation and revision of policies, rules, and manuals of procedure, and instruction in their use.
- Performs other duties as appropriate and assigned by the BOCC.

QUALIFICATIONS

Education and Experience:

MINIMUM QUALIFICATIONS REQUIRED: Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the knowledge, skills and abilities for this position would be:

Master's Degree in Public or Business Administration or an equivalent degree of advanced

education and/or, any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

At least five years of direct, progressive experience in local government administration and experience in senior management experience involving public visibility and direction of senior management team members.

Licenses or Certifications:

Valid Colorado Driver's License

Preferred ICMA Certification.

Special Requirements:

County Manager must reside within San Miguel County.

TECHNICAL SKILLS:

- Must possess strong organizational leadership abilities and demonstrated skill in administration, personnel, team building and finance. Must be an excellent communicator who knows how to set and accomplish goals and priorities. Must work well with people in a variety of settings.
- Proficient word processing and computer skills in Microsoft Office products including Word, Excel and Outlook, navigating a Windows based computer system and the Internet, Google Docs.

ORGANIZATIONAL RELATIONSHIPS

Reports to the Board of County Commissioners. Supervises the County Commissioners Office administrative staff. Supervises all appointed Department Heads, except the County Attorney.

PHYSICAL DEMANDS

The work is sedentary requires exerting up to 25 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Requires fingering, feeling, repetitive motion, mental acuity including the ability to make rational decisions through sound logic and deductive processes, the ability to express ideas by means of the spoken word, ability to receive detailed information through oral communication, and to make the discrimination in sound, and have close visual acuity. Travel to other locations using various modes of private and commercial transportation.

WORK ENVIRONMENT

Work is performed in an environment making decisions that could lead to major community or organizational consequences if appropriate decisions are not timely.

Work is performed in a normal office environment with little exposure to outdoor temperatures or dirt and dust. The incumbent's working conditions are moderately quiet.



AGENDA ITEM - 4.i.

TITLE:

Ratification of Chair's signature on an amendment to the 2019 Engagement of Service Agreement for Lynn Black, County Administrator.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

To ratify the Chair's signature.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Lynn Black Addendum to Employee contract

Upload Date

8/30/2019



BOARD OF COMMISSIONERS

KRIS HOLSTROM HILARY COOPER LANCE WARING

August 28, 2019

Lynn M. Black
P.O. Box 1334
Telluride, CO 81435

RE: Addendum to 2019 Employment Contract

Dear Lynn:

The Board of County Commissioners of San Miguel County, Colorado has authorized me as Chair of the Board, to modify your 2019 Employment Contract as County Administrator for 2019. If these modifications are acceptable to you, please sign this letter in the space indicated below.

This document is intended as an addendum to your 2019 Employment Contract and only modifies that document as set forth below. All other provisions from the 2019 Employment Contract with San Miguel County remain in full force and effect.

- There will be no cap on the amount of vacation days you can accrue due through the end of September 2019.
- Your new retirement date will be October 1, 2019 and not on September 30, 2019 as is stated in your original employment contract.

Your original contract for engagement of services, together with any written modification hereto, may be renewed on or before its expiration date by written mutual agreement of the parties.

Sincerely,


Kris Holstrom, Chair

ACCEPTED:


Lynn Black



AGENDA ITEM - 4.j.

TITLE:

Ratification of Chair's signature on a letter of interest to become a Cooperating Agency with BLM TRFO for Transportation and Access Planning.

Presented by:

Time needed:

PREPARED BY:

Lynn Padgett, GANR

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

The letter regarding the participation as a cooperating agency for the Bureau of Land Management (BLM) Tres Rios Field Office, Transportation and Access Plan was continued from the meeting on May 1, 2019, and never ratified. It was sent via email to Keith Fox on April 29, 2019. The goal is for this to be part of the BOCC record and move forward with Tres Rios Field office as a cooperating agency.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Executed Document

Upload Date

8/28/2019



BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

April 26, 2019

Bureau of Land Management – Tres Rios Field Office
Attn: Keith Fox, Planning and Environmental Specialist
Keith Fox, Planning and Environmental Specialist
Via email: kfox@blm.gov

RE: (COSO10000) 1210

Dear Keith,

Thank you for your invitation to provide a statement of interest of participating as a cooperating agency for the Bureau of Land Management (BLM) Tres Rios Field Office (TRFO) Transportation and Access Plan (TAP) preparation and associated Environmental Assessment (EA). It is our understanding this process will consider designation of existing and new roads, trails and access routes or points on BLM public lands within lands managed by TRFO. We also understand that TRFO is dividing the plan into two geographic areas with San Miguel, Dolores, and Montrose Counties in the TRFO's Transportation Area 2 (TA2).

San Miguel County is interested in meaningful involvement during the information gathering, development of alternatives and activities that lead to coordination, consultation and collaboration during this process.

The Board of County Commissioners is interested and eligible to participate as a cooperating agency in this process, in accordance with the Council on Environmental Quality's (CEQ) regulations (40 CFR 1501.6). These regulations state that local governments may serve as cooperating agencies during the EA process if they possess either jurisdiction by law or special expertise (40 CFR 1508.5). The county desires to work effectively with the BLM and other cooperating agencies in the preparation of this NEPA analysis.

San Miguel County's interest and qualifications are recognized in multiple Memorandum of Understanding (MOU) documents recently executed with the BLM, including TRFO. The County is currently a Cooperating Agency with the BLM for the purpose of the TRFO Areas of Critical Environmental Concern (ACEC) Resource Management Plan (RMP) Amendment¹, the BLM Uncompahgre Field Office (UFO) Resource Management Plan Amendment² and the BLM Gunnison Sage-Grouse (GuSG)

¹ <https://eplanning.blm.gov/epl-front-office/eplanning/planAndProjectSite.do?methodName=dispatchToPatternPage¤tPageId=89730>

² <https://eplanning.blm.gov/epl-front-office/eplanning/planAndProjectSite.do?methodName=dispatchToPatternPage¤tPageId=86003>

Rangewide Resource Management Plan (RMP) Amendments and Environmental Impact Statement (EIS)³.

In addition, San Miguel County entered into a general MOU with TRFO that documents “the cooperation between the parties” and serves as “a mechanism for consultation, coordination, cooperation, collaboration and communication in the land use actions and to determine appropriate involvement by each party in the development, implementation and revisions of respective land use plans.” It also is “a reflection of the ongoing partnership between the BLM and the County and ratifies this partnership for the continued coordination and cooperation between the BLM and the County in the planning and implementation of actions which implement the goals of the ‘Connecting with Communities’ Recreation Strategy”. This MOU recognizes that policy, land use, travel management or development decisions by one party (TRFO/County) affect similar decisions by the other (TRFO/County).

San Miguel County has general and specific qualifications by jurisdiction and expertise to be a cooperating agency for the Transportation and Access Plan (TAP) and Transportation Area 2 (TA2) processes. The County is uniquely qualified in assisting the BLM by providing information, comments and technical expertise regarding those elements of the Transportation and Access Plan/RMP Amendment/NEPA and any requested available data or analyses including, but not limited to, such topics as:

- County programs, public roads, facilities, plans and policies potentially affected by the TAP.
- Information regarding planning area and TA2 area resources and current and proposed uses and management actions.
- Information regarding the county road system, including allowable uses, operation and maintenance schedules.
- Environmental analyses on issues for which San Miguel County has special expertise.
- Socio-economic data such as demographics, activities, and values.

San Miguel County has the responsibility of ensuring health, safety, and welfare, including environmental health within the County. Watershed health, soil health and protection of wildlife habitat are significant to San Miguel County. Travel planning for types of use, the timing of use of roads, routes and trails have the potential to affect or be affected by the County’s policies and maintenance of the county road system, emergency response and search and rescue services, weed management and other core services. Outdoor recreation and agriculture are significant contributors to our local and regional economy, quality of life and culture. San Miguel County has a history of hard rock and uranium/vanadium mining and several small oil and gas fields. The county has over 220 miles of county roads intersecting BLM lands under county jurisdiction through the RS 2477 process.

San Miguel County possesses special expertise relating to land use development, impact mitigation and site planning, economic, environmental, social and historical issues and concerns relevant to the BLM roads, routes, and trails and development of alternatives to be analyzed.

San Miguel County and its Board of County Commissioners has long demonstrated active interest and is qualified as a cooperating agency on numerous federal land planning and projects. The County has decades of experience collaborating, cooperating and coordinating with federal land agencies. Sixty percent of the land in San Miguel County is federal public land, with another 4% owned by the State of

³ <https://eplanning.blm.gov/epl-front-office/eplanning/planAndProjectSite.do?methodName=renderDefaultPlanOrProjectSite&projectId=39681>

Colorado. Only 36% of San Miguel County consists of private land. Seventy percent of San Miguel County is a federal mineral estate.

Travel area planning and decisions will have impacts on sensitive species and critical habitat in the county. San Miguel County is very concerned about the future health and protection of the Gunnison Sage-Grouse and its habitat. The County has assisted in the protection of thousands of acres of private lands with important wildlife habitat values, especially Gunnison Sage-grouse (GuSG) critical habitat, during the last few decades by participating in the acquisition of conservation easements intended to preserve and protect GuSG habitat. San Miguel County has financially contributed over \$2.25 million of local taxpayer dollars during this period for GuSG habitat conservation and improvements through the County's Land Heritage Program, co-funding of the Gunnison sage-grouse Working Group and funding of other actions intended to provide direct benefits to GuSG recovery and resilience. The County continues to actively participate with the stakeholder group that developed the Gunnison Sage-grouse Rangewide Conservation Plan⁴ and can assist in providing any helpful information to the BLM on this topic.

The primary county representatives and points of contact will be:

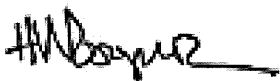
Lynn Padgett
Government Affairs/Natural Resources
PO Box 1170, Telluride, CO 81435
Desk: (970) 369-5441
Cell: (970) 258-0836
lynnp@sanmiguelcountyco.gov

and Amy Markwell
County Attorney
PO Box 791, Telluride, CO. 81435
(970)369-5433
amym@sanmiguelcountyco.gov

Sincerely,
SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS



Kris Holstrom, Chair



Hilary Cooper, Vice Chair



Lance Waring, Commissioner

⁴ <https://cpw.state.co.us/learn/Pages/GunnisonSagegrouseConservationPlan.aspx>



AGENDA ITEM - 4.k.

TITLE:

Late Addition: Approval of Chair's signature on an agreement between the Counties of Montrose, Delta, Gunnison and San Miguel, and Center for Mental Health to provide a Jail Based Behavioral Services Program.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve the Chair's signature, if approved.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Montrose County will be the fiscal agent of this grant.

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

ATTACHMENTS:

Description

Jail Based Behavioral Services Program

Upload Date

9/3/2019

AGREEMENT BETWEEN THE COUNTIES OF MONTROSE, DELTA, GUNNISON, AND SAN MIGUEL, AND CENTER FOR MENTAL HEALTH

Jail Based Behavioral Services Program

This **Agreement** is entered into on the 20th day of August, 2019, by and between the Board of County Commissioners of Montrose, Colorado, the Fiscal Agent for the Jail Based Behavioral Services Program, hereinafter referred to as "Fiscal Agent," or "Montrose County"; the other member Counties of the Jail Based Behavioral Services Program Coordination Group, specifically the Colorado counties of Delta, Gunnison, and San Miguel Counties (hereinafter referred to as "Member County(ies)"); and Center for Mental Health (hereinafter referred to as "CMH" or "Contractor").

RECITALS:

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 has 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 agreed to serve as Fiscal Agent for the group of counties who are parties to this Agreement 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 the responsible County for distribution of the Grant Funds; and

WHEREAS, the Center for Mental Health has been selected as the mental health services provider for the JBBS Program pursuant to the Statement of Work and Work Plan included in the Grant Agreement and will therefore provide such mental health services in accordance with the Grant.

THEREFORE, consistent with the terms and conditions set forth herein, the Parties agree as follows:

The **Contractor** will provide and the **Fiscal Agent** and **Member Counties** will purchase jail-based **Mental Health Services** to the JBBS Program clients as specified in the State of Colorado Department of Human Services Contract for fiscal year 2019-2020, Contract No. 19 IHJA 127283, and its exhibits including the Statement of Work and Work Plan (hereinafter collectively referred to as "Exhibit B").

I. Fiscal Agent and Member Counties Agree to:

1. Complete the work as described in Exhibit B and in accordance with its provisions.
2. Submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard required by the State. Such progress report shall be in accordance with the procedures developed and prescribed by the State of Colorado.
3. Monitor the provision of services purchased under this **Agreement**.
4. Reimburse the **Contractor** during the period from **July 1st, 2019** through **June 31st, 2020**, for the **Contractor's** services for all authorized JBBS Program services taking place in the office of the **Contractor**. Payment to the **Contractor** by the **Fiscal Agent** will be made upon reimbursement by the State of Colorado based on invoices provided by the **Contractor**. The Member Counties agree to purchase said services and shall not exceed available funding for the fiscal year, as provided to the **County** from the Colorado Department of Human Services.
5. To use the grant funds according to the grant requirements and Statement of Work set forth in the Grant Agreement in Exhibit B, and accept the responsibility of managing its own resources related to the use of the grant funds, including personnel and equipment.
6. 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.
7. Obtain and provide to Contractor, all necessary authorizations and consents for the disclosure of protected and confidential health information.

II. Contractor Agrees to:

1. Work directly with the **Fiscal Agent and Member Counties'** staff and assigned JBBS Program staff in order to follow the Statement of Work and Work Plan as outlined in Exhibit B.
2. Participate in reporting requirements set by the State of Colorado and provide required documents to Program Manager to assist the County in complying with the reporting requirements set out in Exhibit B.
3. Participate in staffings/meetings as requested with the **Fiscal Agent and Member Counties'** staff and JBBS Program Manager to discuss treatment plans and case progress to the extent allowed by applicable law.
4. Not assign any provision of this **Agreement** to a subcontractor.
5. Hold any lawfully required and necessary license(s) which permits the performance of therapy services to be purchased and/or will meet applicable qualification requirements in accordance with Colorado law and regulations.
6. Comply with requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
7. Honor the confidentiality of all client information, as required by applicable laws and

regulations, and subject to lawful and appropriate disclosure to the **Fiscal Agent and Member Counties**.

8. Agree to comply with the attached Business Associate Agreement ("BAA") marked as Exhibit C.

III. PAYMENT:

1. **Contractor** shall be responsible for any incurred charges for services provided under this **Agreement** and its accompanying Exhibit B that are not reimbursed by the State of Colorado.
2. Services rendered and payments made pursuant to this **Agreement** are subject to and contingent upon the continuing availability of funds for the purpose thereof, and this agreement may be immediately terminated if state funds are unavailable.
3. **Contractor** shall provide monthly invoices to the JBBS Program Manager to facilitate timely reimbursement by the State of Colorado. **Contractor** shall submit invoices by the 15th of each month for services from the previous month.

IV. COMPLIANCE:

1. **Contractor** agrees that all services under this **Agreement** shall be performed in full compliance with Exhibit B.
2. **Contractor** agrees that all services under this **Agreement** shall be performed in full compliance with all local, state and federal laws, specifically including but not limited to the HIPAA privacy and 42 CFR Part 2 confidentiality regulations.
3. **Contractor** acknowledges that it has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et. seq.* (House Bill 06-1343), and hereby **CERTIFIES** that the Contractor will comply with the statute and requirements in "Exhibit A" hereto.
4. **Contractor** warrants and affirms that is has not been disbarred or suspended from participation in any federal or state 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. §1601 note, and U.S. DOTS 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 Agreement and the grant funding.

V. INDEPENDENT CONTRACTOR

1. The **Contractor's** relationship to the **County** is that of an independent contractor, and not as an employee of the **County**. **Contractor** shall not be entitled to benefits provided to the employees of the **County**.

VI. LIABILITY:

1. The Services to be provided under this **Agreement** will be performed entirely at the **Contractor's** risk, and the **Contractor** assumes all responsibility and liability for such risk. To the extent permitted by law, the **Contractor** agrees to indemnify the **Fiscal Agent and Member Counties**, its elected officials and employees, the Colorado Department of Human Services and the State of

Colorado, the Federal Office of Family Assistance and the Federal Government against any liability or loss against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions, arising in any way out of the performance of this **Agreement**.

VII. DEFAULT:

1. IT IS AGREED that time is of the essence in the performance of this **Agreement**. In the event of default by either of the parties, the non-defaulting party shall give the defaulting party written notice by certified mail or such default, and the defaulting party shall have ten (10) days to correct said default. If said default is not corrected within said ten (10) day period, the non-defaulting party may terminate this **Agreement**, and may bring any action at law or equity authorized by the laws of the State of Colorado. If legal action is commenced, the prevailing party shall be entitled to recover costs and attorney's fees incurred in connection with any such action.

VIII. DURATION:

1. IT IS AGREED that this **Agreement** may be renewed annually upon written agreement of the parties hereto, that Contractor, Fiscal Agent and individual Member Counties may cancel this **Agreement** upon thirty (30) days written notice to the other party for any reason or no reason; otherwise, this **Agreement** shall encompass the period commencing **July 1st, 2019**, or the date the contract is executed, whichever is later, and terminating on **June 31st, 2020**.

IX. OVERALL SUPERVISION:

1. IN THE PERFORMANCE of the work herein contemplated, **Contractor** is an independent contractor with the authority to control and direct the performance of the details of the work, the **Fiscal Agent** and **Member Counties** being interested only in the results obtained. **Contractor** has the authority to terminate employment of its employees without consent of the **Fiscal Agent**, change direct supervision of positions at any time without notice; followed with notification to the **Fiscal Agent** and **Member Counties** within thirty (30) days. However, the work contemplated must meet the approval of the **Fiscal Agent** and **Member Counties** and shall be subject to the **Fiscal Agent** and **Member Counties'** general right of inspection and supervision to insure the satisfactory completion thereof.
2. **Contractor** agrees to provide access for any duly authorized representative of the **Fiscal Agent** or **Member Counties** or the Colorado Department of Human Services, or the Federal Government, until the expiration of five (5) years after the final payment under this **Agreement**, to examine any financial, program, and other records of the **Contractor** involving transactions related to this **Agreement**.
3. **Contractor** agrees to keep and maintain appropriate records, including inventory of any equipment and supplies received; work and progress accomplished; and accounting of funds used in accordance with the requirements set forth in Exhibit B. The records shall be retained until the last to occur of (i) the date of three (3) years after the date the JBBS Grant expires or is terminated, (ii) the final payment under the Grant is made, (iii) the resolution of any pending JBBS Grant matters, or (iv) If an audit is occurring, or the, or the County has received notice that an audit is pending, the date such audit is completed and its finding have been resolved.

X. GOVERNING AUTHORITY:

1. The laws of the State of Colorado, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this **Agreement**, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
2. Both Parties attest that each has received the appropriate and necessary approvals from their respective governing bodies and that the signatories below each have the authority to execute this **Agreement** on behalf of their respective entity.

XI. AMENDMENTS:

1. This Agreement, and any portions thereof, may be amended, revised or modified only in writing and effective upon signatures of Fiscal Agent and Member Counties.

XII. NOTICE:

1. 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.

XIII. CONFLICT OF INTEREST:

1. No elected official, officer, employee or contracted services of any of the individual Member Counties and Fiscal Agent shall have any personal or beneficial interest whatsoever in the services or property that is the subject of the respective JBBS Grant Agreement.

IN WITNESS WHEREFORE, the respective parties have hereunto set their signatures effective the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MONTROSE,
COLORADO

ATTEST:

[SEAL]

By: _____

Sue Hansen, Chair

Clerk/Deputy Clerk to the Board

Date: _____

By: _____

Sheriff Gene Lillard

BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY COLORADO

By: _____
 , Chair

By: _____

Sheriff Mark Taylor

ATTEST:

[SEAL]

Clerk/Deputy Clerk to the Board

Date: _____

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

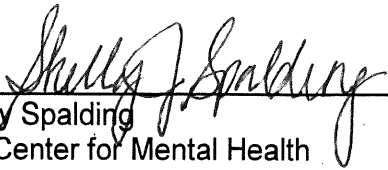
ATTEST:

[SEAL]

Clerk/Deputy Clerk to the Board

Date: _____

CONTRACTOR- CENTER FOR MENTAL HEALTH



Shelly Spalding
The Center for Mental Health
2130 E Main Street
Montrose CO 81401

EXHIBIT A
C.R.S. § 8-17.5 -101, et. seq.

COMPLIANCE ACKNOWLEDGEMENT

1. The **Contractor** shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the **Contractor** that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The **Contractor** has verified or attempted to verify through participation in the basic pilot program that the **Contractor** does not employ any illegal aliens and, if the **Contractor** is not accepted into the basic pilot program prior to entering into a public contract for services, that the **Contractor** shall apply to participate in the basic pilot program every three months until the **Contractor** is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The **Contractor** acknowledges that the **Contractor** is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the **Contractor** obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the **Contractor** shall be required to:
 - a. Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the **Contractor** has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (5)(a) of this Section, the subcontractor does not stop employing or contracting with the illegal alien; except that the **Contractor** shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. **Contractor** is required to comply with any reasonable request by the State Department of Labor and Employment ("State County" herein) made in the course of an investigation that the State County is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
7. If **Contractor** violates a provision of the public contract for services required herein the **Member Counties** or Montrose County may terminate the contract for a breach of the contract. If the contract is so terminated, the **Contractor** shall be liable for actual and consequential damages to the **Member Counties** and Montrose County.
8. Montrose County and the Member Counties are obligated to notify the office of the

Secretary of State if a contractor violates a provision of this section and Montrose County and the Member Counties may terminate the contract for such breach. Based on this notification, the Secretary of State shall maintain a list that includes the name of the **Contractor**, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A **Contractor** shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services. An agency or political subdivision shall notify the office of the Secretary of State if a court has made such a determination. The list shall be available for public inspection at the office of the Secretary of State and shall be published on the internet on the website maintained by the office of the Secretary of State.

9. The State Department may investigate whether a **Contractor** is complying with the provisions of a public contract for services required. The State Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a **Contractor** is complying with the provisions of a public contract for services required. The State Department shall receive complaints of suspected violations of a provision of a public contract for services and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The **Contractor** is hereby notified that the State County is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

SO RECEIVED:


Contractor Date: 8/20/19

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is effective as of the 20th of August, 2019, herein, the ("Agreement Effective Date") by and through its Montrose County Board of County Commissioners ("**Covered Entity**" or "CE"), a body politic and corporate, duly organized and existing with the State, whose address is 317 S. 2nd Street, Montrose, CO, 81401, and Center for Mental Health, Inc., ("Business Associate" or "BA") a nonprofit organization duly organized and existing pursuant to the laws of the State of Colorado.

RECITALS

WHEREAS, the Covered Entity has engaged the Business Associate to perform services or provide goods, or both; and

WHEREAS, the Covered Entity possesses Protected Health Information that is protected under Health Insurance Portability and Accountability Act of 1996 (as hereinafter referred to as HIPAA), and is permitted to use or disclose such information only in accordance with HIPAA and the HIPAA Regulations; and

WHEREAS, the Parties intend to protect the privacy and security of the disclosed PHI in compliance with HIPAA 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 ("AARA") Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 46 C.F.R. Parts 160, 162, 164 (the "HIPAA Rules") and other applicable laws, as amended; and

WHEREAS, 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(c) 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; and

NOW THEREFORE, the Covered Entity and Business Associate agree as follows;

1. **Definitions.** The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations.

A. "*Business Associate*" means, with respect to a Covered Entity, a person who:

- (i) on behalf of such Covered Entity or of an organized health care arrangement (as defined under the HIPAA Regulations) in which Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, performs, or assists in the performance of:
 - a. a function or activity involving the use or disclosure of Individually Identifiable Health Information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

EXHIBIT C

- b. any other function or activity regulated by the HIPAA Regulations; or (2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which Covered Entity participates, where the provision of the service involves the disclosure of Individually Identifiable Health Information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.
- B. “*Covered Entity*” means a health plan (as defined by HIPAA and the HIPAA Regulations), a health care clearinghouse (as defined by HIPAA and the HIPAA Regulations), or a health care provider (as defined by HIPAA and the HIPAA Regulations), who transmits any health information in electronic form in connection with a transaction covered by the HIPAA Regulations.
- C. “*Data Aggregation*” means the combining, by the Business Associate, of the Covered Entity’s PHI with PHI that the Business Associate received from another Covered Entity, to permit data analyses that related to the health care operations of the respective Covered Entities.
- D. “*HIPAA*” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- E. “*HIPPA Regulations*” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 60 and 45 C.F.R. Part 64.
- F. “*Individually Identifiable Health Information*” means information that is a subset of health information, including demographic information collected from an individual, and;
 - (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - (2) relates to the past, present, or future physical or mental health or 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
 - (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- G. “*PHI*” means Protected Health Information that: (i) Business Associate receives from Covered Entity; (ii) Business Associate creates for its own purposes from Protected Health Information that Business Associate receives from Covered Entity or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity.
- H. “*Protected Health Information*” means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term *electronic media* in the HIPAA Regulations; or transmitted or maintained in any other

EXHIBIT C

form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Right and Privacy Act, as amended 20 U.S.C. § 232g (a)(4)(B)(iv).

- I. “*Security Incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
2. **Status of Parties.** Business Associate hereby acknowledges and agrees that Covered Entity is a Covered Entity and that Business Associate is a Business Associate of Covered Entity.
3. **Permitted Uses and Disclosures.**
 - A. *Performance of Services.* Business Associate may use and disclose PHI in connection with the Professional Service Agreement if such use or disclosure of PHI would not violate HIPAA or the HIPAA Regulations if done by Covered Entity or such use or disclosure is expressly permitted under Section 3.b or 3.c. of this Agreement.
 - B. *Proper Management and Administration.* Business Associate may use PHI for the proper management and administration of BA in connection with the performance of services permitted by this Agreement. Business Associate may disclose Covered Entity’s PHI for such proper management and administration of Business Associate only with the prior consent of Covered Entity. Any such disclosure of PHI shall only be made if Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (1.) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; (2.) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.
4. **Nondisclosure**
 - A. *As Provided In Agreement.* BA shall not use or further disclose Covered Entity’s PHI except as permitted or required by this Agreement
 - B. *Disclosure Required By Law.* Business Associate shall not, without the prior written consent of Covered Entity, disclose any PHI on the basis that such disclosure is required by law without notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 3.b. hereof that such persons will provide Covered Entity with similar notice an opportunity to object before disclosing PHI on the basis that such disclosure is required by law.
 - C. *Additional Restrictions.* If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses of disclosures of Covered Entity’s

EXHIBIT C

PHI pursuant to HIPAA or the HIPAA Regulations, BA shall be bound by such additional restrictions and shall not disclose Covered Entity's PHI in violation of such additional restrictions.

5. Safeguards, Reporting, Mitigation and Enforcement.

- A. *Safeguards.* Business Associate shall use any and all appropriate administrative, physical and technical safeguards to (1) prevent use or disclosure of Covered Entity's PHI otherwise than as provided by this Agreement, and (2) protect the confidentiality, integrity, and availability of any electronic PHI.
- B. *BA's Agents.* Business Associate shall not disclose PHI to any agent or subcontractor of Business Associate except with the prior written consent of CE. BA shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to be bound by the same restrictions and conditions that apply to BA with respect to such PHI; provided, however, that BA shall not disclose or provide access to CE's PHI to any subcontractor or agent without the prior consent of CE.
- C. *Reporting.* BA shall report to CE [as soon as practicable] [within thirty (30) days of BA becoming aware of any use or disclosure of CE's PHI in violation of this Agreement or applicable law. BA shall also report to CE within the same time-frame any Security Incident of which it becomes aware (OPTIONS INCLUDED) [as soon as reasonably practicable][within thirty (30) days].
- D. *Mitigation.* BA shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any use or disclosure of CE's PHI in violation of this Agreement or applicable law.
- E. *Sanctions.* BA shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses CE's PHI in violation of this Agreement or applicable law.
- F. *CE's Rights of Access and Inspection.* From time to time upon reasonable notice, or upon a reasonable determination by CE that BA has breached this Agreement, CE may inspect the facilities, systems, books and records of BA to monitor compliance with this Agreement. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (1) failure to detect or (2) detection of but failure to notify BA or required BA's remediation of any unsatisfactory practices constitute acceptance of such practice or waiver of CE's enforcement or termination rights under this Agreement. The parties' respective rights and obligations under this Section 5.f. shall survive termination of this Agreement.
- G. *United States Department of Health and Human Services.* BA shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services ("HHS") for purposes of determining CE's compliance with HIPAA and the HIPAA Regulations; provided, however, that BA shall immediately notify CE upon receipt by BA of any such request for access by the Secretary of

EXHIBIT C

HHS, and shall provide CE with a copy thereof as well as a copy of all materials disclosed pursuant thereto. The parties' respective rights and obligations under Section 5.g. shall survive³ termination of the Agreement.

6. Obligation to Provided Access, Amendment and Accounting of PHI.

- A. *Access to PHI.* BA shall make available to CE such information as CE may require to fulfill CE's obligations to provide access to, and copies of PHI in accordance with HIPAA and the HIPAA Regulations.
- B. *Amendments of PHI.* BA shall make available to CE such information as CE may require to fulfill CE's obligations to amend PHI in accordance with HIPAA and the HIPAA Regulations. In addition, BA shall, as directed by CE, incorporate any amendments to CE's PHI into copies of such information maintained by BA.
- C. *Accounting of Disclosure of PHI.* BA shall make available to CE such information as CE may require to fulfill CE's obligations to provide an accounting of disclosure with respect to PHI in accordance with HIPAA and the HIPAA Regulations. In addition, BA shall maintain a record of all disclosures of PHI, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure which includes an explanation of the basis for such disclosure. BA shall make this record available to CE upon CE's request.
- D. *Forwarding Request From Individual.* In the event that any individual request access to, amendment of, or accounting of PHI directly from BA, BA shall within two (2) days forward such request to CE. CE shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to CE would cause CE or BA to violate HIPAA or the HIPAA Regulations, BA shall instead respond to the individual's request as required by such law and notify CE of such response as soon as practicable.

7. Material Breach, Enforcement and Termination.

- A. *Term.* This Agreement shall be effective as of the Agreement Effective Date, and shall continue until the Agreement is terminated in accordance with the provisions of Section 7.b.
- B. *Termination.* CE may Terminate this Agreement:
 - 1.) Immediately if BA is named as a defendant in a criminal proceeding for a violation of HIPAA or HIPAA Regulations;
 - 2.) Immediately if a finding or stipulation that BA has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which BA has been joined; or
 - 3.) Pursuant to Section 7.c. or 8.b. of this Agreement.
- C. *Remedies.* If CE determines that BA has breached or violated a material term of this Agreement, CE may, at its option, pursue any and all of the following remedies:

EXHIBIT C

- 1.) Exercise any of its rights of access and inspection under Section 5.f. of this Agreement;
 - 2.) Take any other reasonable steps that CE, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - 3.) Terminate this Agreement immediately.
- D. *Knowledge of Non-Compliance.* Any non-compliance by BA with this Agreement or with HIPAA or the HIPAA Regulations automatically will be considered a breach or violation of a material term of this Agreement if BA know or reasonable should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- E. *Reporting to United States Department of Health and Human Services.* If CE's efforts to cure any breach or end any violation are unsuccessful, and if termination of this Agreement is not feasible, CE shall report BA's breach or violation to the Secretary of HHS, and BA agrees that it shall not have or make any claim(s), whether at law, in equity, or under this Agreement, against CE with respect to such reports.
- F. *Return or Destruction of Records.* Upon termination of this Agreement for any reason, BA shall return or destroy, as specified by CE, all PHI that BA still maintains in any form, and shall retain no copies of such PHI. If CE, in its sole discretion, requires that BA destroy any of all PHI, BA shall certify to CE that the PHI has been destroyed. If return or destruction is not feasible, BA shall inform CE of the reason it is not feasible and shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.
- G. *Injunctions.* CE and BA agree that any violation of the provisions of the Agreement may cause irreparable harm to CE. Accordingly, in addition to any other remedies available to CE at law, in equity, or under this Agreement, in the event of any violation by BA of any of the provisions of this Agreement, or any explicit threat thereof, CE shall be entitled to an injunction of other decree of specified performance with respect to such violation or explicit threat thereof without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section 7.g shall survive termination of the Agreement.
- H. *Indemnification* - BA shall indemnify, hold harmless, and defend CE from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BA in connection with the representations, duties, and obligations of BA under this Section 7.h. shall survive termination of the Agreement.

8. Miscellaneous Terms

- A. *State Law.* Nothing in this Agreement shall be construed to require BA to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law or such use or disclosure.

EXHIBIT C

- B. *Amendment.* CE and BA agree that amendment of the Agreement may be required to ensure that CE and BA comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI. CE may terminate this Agreement upon thirty (30) days written notice in the event that BA does not promptly enter into an amendment that CE, in its sole discretion, deems sufficient to ensure that CE will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties.
- C. *No Third Party Beneficiaries.* Nothing expressed or implied in this Agreement is intended or shall be deemed to confer upon any person other than CE and BA, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- D. *Ambiguities.* The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, HIPAA and the HIPPA Regulations.
- E. *Primacy.* To the extent that any provision of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control with respect to the subject matter of this Agreement.



AGENDA ITEM - 5.a.

TITLE:

9:35 a.m. Consideration of a request by the Tri-County Health to proclaim September 2019 as Suicide Prevention Awareness Month. /MOTION

Presented by:

Time needed:

PREPARED BY:

Hope Logan, Community Specialist - AmeriCorps VISTA

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Example in backup folder.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Proclamation

Upload Date

8/22/2019

**Proclamation of the Board of Commissioners of
San Miguel County, Colorado,
Proclaiming September 2019 as Suicide Prevention Awareness Month**

Proclamation #2019 - 003

WHEREAS, Suicide Prevention Awareness Month is intended to promote and give attention to the suicide prevention services available to our community and us, and to encourage all to speak openly about the topic of suicide to help erase the stigma surrounding it, and to direct those in need to the appropriate support services; and

WHEREAS, in the United States, there were over 47,000 deaths by suicide during 2017, and suicide is the 10th leading cause of all deaths in the United States; and

WHEREAS, 1,175 Coloradoans died by suicide in 2017, and suicide is the 2nd leading cause of death for 15 to 44-year-olds, and the 4th leading cause of death for people aged 45 to 54 in Colorado; and

WHEREAS, suicide crosses all economic, social and geographic boundaries and causes suffering, grieving, and pain, that affects families, schools, and communities; and

WHEREAS, many of those people who died never received effective behavioral health services, for many reasons including the stigma of seeking mental health treatments and the stigma associated with losing a loved one to suicide; and

WHEREAS, it is necessary to regard suicide as a major public health problem and to support awareness, educational programs and behavioral health services to help prevent suicides.

THEREFORE, we, the Board of County Commissioners for San Miguel County, do hereby proclaim September 2019 as

Suicide Prevention Awareness Month.

NOW THEREFORE, as the Board of County Commissioners for San Miguel County, we also call upon the citizens, government agencies, public and private institutions, businesses and schools in San Miguel County to recommit our community to increasing awareness and understanding of the many reasons why suicide occurs in our community, the steps our citizens can take to help their fellow citizens who are considering suicide, and the need for appropriate and accessible services for all people who are living with mental health challenges.

DONE AND APPROVED by the Board of County Commissioners at a regular meeting held at Telluride, Colorado, on September 4, 2019.

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

Kris Holstrom, Chair

Vote:	Hilary Cooper	Aye	Nay	Abstain	Absent
	Kris Holstrom	Aye	Nay	Abstain	Absent
	Lance Waring	Aye	Nay	Abstain	Absent

ATTEST:

Carmen Warfield, Chief Deputy Clerk



AGENDA ITEM - 5.b.

TITLE:

Consideration of appointing a Commissioner to the CCI 2019 Legislative Committee Member and RSVP for the Legislative Committee Meeting October 11, 2019/MOTION

Presented by:

Time needed: 5 mins

PREPARED BY:

Carmen Warfield

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description
Appointment CCI 2019 Legislative Committee Member

Upload Date
8/22/2019



August 16, 2019

TO: The Boards of County Commissioners, Mayors and Councilmembers
County Administrators/Managers

FROM: Mark Roeber, CCI President
Legislative Committee Chair

RE: CCI 2019 Legislative Committee Member Appointment and RSVP for Legislative Committee Meeting October 11, 2019

According to CCI's Bylaws, the Legislative Committee was formed to develop proposed policy statements for consideration by the full membership and to develop and adopt priorities for CCI's legislative agenda. There are 60 CCI member counties of the Legislative Committee.

The Legislative Committee will meet **Friday, October 11, 2019 at 10 a.m.**

Please appoint **ONE** 2019 Legislative Committee member below from your county or city and county and fax/email back to Jeanne DeHaven at 303.861.2818; jdehaven@ccionline.org by **September 13, 2019**. Should you have questions, please contact Jeanne DeHaven at CCI 303.861.4076 or jdehaven@ccionline.org.

County:

The BOCC of _____ County appoints Commissioner _____ as the 2019 Legislative Committee Member who will attend the Legislative Committee on October 11, 2019. (If the appointed Commissioner Legislative Committee Member cannot attend, he or she may designate another **commissioner** from the county to attend.)

I Commissioner _____ as the appointed Legislative Committee Member **will attend** the Legislative Committee Meeting on October 11, 2019.

OR

I Commissioner _____ as the appointed Legislative Committee Member **designate** Commissioner _____ who **will attend** the Legislative Committee Meeting October 11, 2019.

Signed _____, Board Chair, _____ County

Date _____

The City and County of Broomfield:

The City and County of Broomfield appoints Mayor or Councilmember _____ as the 2019 Legislative Committee Member who will attend the Legislative Committee on October 11, 2019. (If the appointed Mayor or Councilmember Legislative Committee Member cannot attend, he or she may designate another **Mayor or Councilmember** from The City and County of Broomfield to attend.)

I Mayor or Councilmember _____ as the appointed Legislative Committee Member **will attend** the Legislative Committee Meeting on October 11, 2019.

OR

I Mayor or Councilmember _____ as the appointed Legislative Committee Member designate Mayor or Councilmember _____ who **will attend** the Legislative Committee Meeting October 11, 2019.

Signed _____, Mayor or Council President, The City and County of Broomfield

Date _____

ARTICLE V **Voting Privileges**

Section 4. Legislative Committee Voting. Each Member of the Legislative Committee shall have one vote, except at the request of any five Members of the Legislative Committee the chair shall require proportional voting on a specific issue. Proportional voting shall be determined by calculating the percentage of the total annual assessments paid to the Corporation by each Member and allocating to each Member the number of votes which is equal to the percentage share of the total annual assessments paid to the Corporation by each such Member.

Section 5. Legislative Committee Voting - Designation of Temporary Alternate Representative. Any Member of the Legislative Committee may designate a temporary alternate representative to serve as a Member of the Legislative Committee, provided:

- (1) the Member designates the alternate in writing to the chair or Executive Director, or his/her designee; and
- (2) the alternate is a county commissioner from that representative's county, or the mayor, or a Council Member from a city and county.

ARTICLE XI **Committees and Sections**

Section 5. Legislative Committee.

- (1) The Legislative Committee is hereby created to develop proposed policy statements for consideration by the Membership and develop and adopt priorities for the legislative agenda of the organization. The Legislative Committee shall submit a written report to the Corporation office for Membership consideration.
- (2) The Legislative Committee shall consist of one county commissioner from each Member, in the case of a City and County, the Mayor, or a Council Member.
- (3) The president shall chair meetings of the Legislative Committee, which shall be held at the call of the president or at the request of any five Members. If the president has not appointed his or her county's representative to the Legislative Committee, he or she shall not be eligible to vote in matters before the Legislative Committee. All Legislative Committee meetings are open to all county officials.
- (4) To constitute a quorum for the transaction of business at any Legislative Committee meeting, at least one half of the representatives on the Committee, or their temporary alternate representatives, must be present. A majority vote of representatives present and voting shall be required for action.



AGENDA ITEM - 6.a.

TITLE:

Approval of Commissioners signature on a Farewell & Thank You Card for Norwood District Ranger Matt Zumstein./MOTION

Presented by:

Time needed:

PREPARED BY:

Lynn Padgett

RECOMMENDED ACTION/MOTION:

Motion to Approve San Miguel County Commissioners' signatures on a farewell and thank you card for Norwood District Ranger Matt Zumstein.

INTRODUCTION/BACKGROUND:

San Miguel County Commissioners and staff have enjoyed a collaborative and productive working relationship during the tenor of the Norwood Ranger District and Ranger Matt Zumstein.

The GMUG National Forest has announced via a press release on 8/28/2019:

Ranger Zumstein to Leave Norwood

Norwood, Colorado, August 28, 2019 – The Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests announce the departure of Norwood District Ranger Matthew Zumstein.

Zumstein, who has served as the Norwood District Ranger since February 2016, has accepted the position of Carson City District Ranger for the Humboldt-Toiyabe National Forest in Carson City, Nevada.

“Serving as the District Ranger for the Norwood Ranger District has been a great honor and opportunity, I am extremely grateful for the support of this community and the amazing staff here on the Norwood Ranger District and the GMUG” said Zumstein “I am proud of the all the collaboration we have part of, the partnerships we have built and the work we’ve accomplished as a result. Additionally, I’ve appreciated the open, honest, and sometimes difficult conversations we’ve had about managing for multiple uses across these amazing landscapes. Thank you!”

“Matt’s leadership and emphasis in making change has enabled the district to accomplish some real, progressive land management milestones over the last three years, and he will be greatly missed.” said Deputy Forest Supervisor Chad Stewart.

The GMUG wishes Ranger Zumstein a heartfelt farewell and the best of luck in his challenging new position.

FISCAL IMPACT:

N/A

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Government Services- Natural Resources
Description:			

ATTACHMENTS:

Description

GMUG Press Release 8/28/2019

Upload Date

8/28/2019



NEWS RELEASE
For Immediate Release
Media Contacts:
Kimberlee Phillips
(970) 874-6717
kim.phillips@usda.gov

Dylan Peters
(970) 874-6625
dylan.peters@usda.gov

U.S. Forest Service
Grand Mesa, Uncompahgre & Gunnison National Forests
2250 S. Main St.
Delta, CO 81416
(970) 874-6600
www.fs.usda.gov/gmug



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“Serving as the District Ranger for the Norwood Ranger District has been a great honor and opportunity, I am extremely grateful for the support of this community and the amazing staff here on the Norwood Ranger District and the GMUG” said Zumstein “I am proud of the all the collaboration we have part of, the partnerships we have built and the work we’ve accomplished as a result. Additionally, I’ve appreciated the open, honest, and sometimes difficult conversations we’ve had about managing for multiple uses across these amazing landscapes. Thank you!”

“Matt’s leadership and emphasis in making change has enabled the district to accomplish some real, progressive land management milestones over the last three years, and he will be greatly missed.” said Deputy Forest Supervisor Chad Stewart.

The GMUG wishes Ranger Zumstein a heartfelt farewell and the best of luck in his challenging new position.

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The Grand Mesa, Uncompahgre & Gunnison National Forests manage approximately 3 million acres of land in Southwest Colorado within Delta, Garfield, Gunnison, Hinsdale, Mesa, Montrose, Ouray, Saguache, San Juan and San Miguel counties.

“USDA is an equal opportunity provider, employer and lender.”



AGENDA ITEM - 6.b.

TITLE:

Approval of Commissioners signature on a Thank You Letter to BLM Southwest Colorado Fire and Aviation Management Unit./MOTION

Presented by:

Time needed:

PREPARED BY:

Lynn Padgett

RECOMMENDED ACTION/MOTION:

Approval of Commissioners' signatures on a Thank you letter.

INTRODUCTION/BACKGROUND:

The BOCC indicated that it wanted to communicate their appreciation for the BLM Southwest Colorado Fire and Aviation Management Unit which provided no-cost radios to the Egnar Volunteer Fire Department.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Government Services- Natural Resources
Description:			

ATTACHMENTS:

Description

Upload Date

Letter to BLM expressing appreciation for the BLM Southwest Colorado Fire and Aviation Management Unit which provided no-cost radios to the Egnar Volunteer Fire Department.?

8/28/2019

BLM August 20 Press Release

8/28/2019

September 4, 2019

Randy Chappell, Fire Management Officer
Southwest Colorado Fire and Aviation Management Unit
Bureau of Land Management
Montrose District Office
2465 South Townsend Ave.
Montrose, CO 81401

RE: Radios transferred to Egnar Volunteer Fire Department

Dear Randy,

The Board of County of County Commissioners wishes to express our sincere appreciation for transferring ten two-way radios to the Egnar Volunteer Fire Department in San Miguel County as part of the Bureau of Land Management (BLM) Rural Fire Readiness (RFR) program.

Through interagency collaboration and cooperation, we can work together to more efficiently and effectively respond to emergencies such as wildfires that threaten our remote communities such as Egnar. Rural volunteer fire departments have unique challenges that are exacerbated by low population and vast, rugged landscapes with limited water sources. They often struggle to fund training and modern equipment.

Public safety and environmental health require multi-jurisdictional communication, cooperation, coordination, and collaboration. Sixty percent of San Miguel County is federal public land. We strive to have strong working relationships with our federal land agencies and emergency response partners. Thank you for providing the Egnar Volunteer Fire Department radios at no-cost.

Sincerely,
SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Kris Holstrom, Chair

Hilary Cooper, Vice Chair

Lance Waring, Commissioner



U.S. Department of the Interior
Bureau of Land Management

News Release

Southwest Colorado Fire and Aviation Management Unit, Colorado

FOR IMMEDIATE RELEASE: August 20, 2019

Contact: Eric Coulter, Public Affairs Specialist, 970-244-3061

BLM Provides Equipment to the Egnar Volunteer Fire Department

MONTROSE, Colorado – The Bureau of Land Management (BLM) Southwest Colorado Fire and Aviation Management Unit transferred 10 two-way radios to the Egnar Volunteer Fire Department in San Miguel County, to enhance their wildland firefighting capabilities. The radios were transferred under BLM’s Rural Fire Readiness (RFR) program, which is designed to provide equipment to local wildland firefighting partners at no cost.

“The BLM works closely with local and rural fire departments to suppress wildland fires that threaten communities, property and natural resources,” says Brandon Lewis, BLM Fire Management Officer. “This equipment will improve the Egnar Volunteer Fire Department’s wildfire response capabilities as we work together to fight wildfires in southwest Colorado.”

Cooperative partnerships between the BLM and local and rural fire departments are crucial to remote wildfire response on private, state and federal lands affecting grazing, recreational, wildlife and other values important to local economies. Every year, an average of 4,553 wildfires burn approximately 131,016 acres of land in Colorado.

The BLM accepts applications from local fire departments for available vehicles, equipment and supplies. To receive wildland firefighting vehicles, equipment and supplies through the RFR program, local fire departments must meet a number of requirements. They must:

- have an existing cooperative fire response agreement with the BLM,
- serve a rural community or area,
- have wildland fire protection responsibilities, and
- be in close proximity to BLM-administered lands and respond to wildland fires in support of BLM when available and as needed.

For more information on the RFR program, please contact Brandon Lewis at 970-240-5351 or bclewis@blm.gov.

-BLM-

The BLM manages more than 245 million acres of public land located primarily in 12 Western states, including Alaska. The BLM also administers 700 million acres of sub-surface mineral estate throughout the nation. Diverse activities authorized on these lands generated \$96 billion in sales of goods and services throughout the American economy in fiscal year 2017. These activities supported more than 468,000 jobs.

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AGENDA ITEM - 9.a.

TITLE:

Discussion and staff direction requested on the Colorado Oil and Gas Conservation Commission meetings.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Attached is a copy of the update SB 19-181 Rulemaking calendar and topics for the Colorado Oil and Gas Conservation Commission and a summary of the proposed flowline revisions. In light of the fact that the BOCC has previously decided to join with La Plata and Pitkin Counties and cost-share a person to attend the meetings and report back, it would be helpful to get BOCC feedback based on staff input on which topics are more of interest so that the "monitor" will know what to look for on our behalf.

Meetings have already started for discussion on the various topics and hearings will be starting in November.

Amy

FISCAL IMPACT:

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

ATTACHMENTS:

Description	Upload Date
SB 19-181 Rulemaking	8/30/2019
Summary of Proposed Flowline Rule Revisions	8/30/2019

SB 19-181 Rulemaking Update

August 1, 2019



COLORADO

**Oil & Gas Conservation
Commission**

Department of Natural Resources

Hearing Schedule & Proposed Location

- | | |
|-------------------|------------------|
| • August 21-22 | Glenwood Springs |
| • September 25-26 | Boulder County |
| • October 30-31 | Denver |
| • November 20-21 | Weld County |
| • December 16-17 | Denver |
| • January 29-30 | Denver |
| • February 26-27 | TBD |
| • March 25-26 | TBD |
| • April 22-23 | TBD |
| • May 27-28 | TBD |
| • June 24-25 | TBD |



Rulemaking Timeline

Rulemaking	Flowlines	Mission Change	Cumulative Impacts	Alternative Location Analysis
August	-Staff presentation to Commission -Stakeholder outreach	Stakeholder outreach		
September	-Stakeholder outreach -Notice and draft rules	-Staff presentation to Commission -Stakeholder outreach	Open Informational Docket	
October		-Staff presentation to Commission -Stakeholder outreach	Stakeholder outreach	
November	Rulemaking hearing (November 20-21)	Stakeholder outreach	Stakeholder outreach	
December		-Stakeholder outreach -Notice and draft rules	Stakeholder outreach	
January		Stakeholder outreach	Stakeholder outreach	Stakeholder outreach
February		Rulemaking hearing (February 26-27)	-Stakeholder outreach -Notice and draft rules	-Staff presentation to Commission -Stakeholder outreach
March			Rulemaking hearing (March 25-26)	Stakeholder outreach
April				Rulemaking hearing (April 22-23)

Flowlines, Inactive, Temporarily Abandoned and Shut-in Wells

“The commission shall review and amend its flowline and inactive, temporarily abandoned, and shut-in well rules to the extent necessary to ensure that the rules protect and minimize adverse impacts to public health, safety, and welfare and the environment, including by:

- (a) allowing public disclosure of flowline information and evaluating and determining when a deactivated flowline must be inspected before being reactivated; and
- (b) evaluating and determining when inactive, temporarily abandoned, and shut-in wells must be inspected before being put into production or used for injection.”

§ 34-60-106(19), C.R.S.



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Flowlines, Inactive, Temporarily Abandoned and Shut-in Wells

- Staff analysis
- Identification of Stakeholders
- Developing Stakeholder process



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Mission Change

“the Commission shall regulate oil and gas operations in a reasonable manner to protect and minimize adverse impacts to public health, safety, and welfare, the environment, and wildlife resources and shall protect against adverse environmental impacts on any air, water, soil, or biological resource resulting from oil and gas operations”

§ 34-60-106(2.5)(a), C.R.S



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Mission Change

Goal: Revise COGCC rules to ensure that they reflect SB 19-181's mandate

Scope: Revise COGCC rules to move from fostering to regulating in manner that is protective of Public Health, Safety, Welfare, Environment and Wildlife

- Cost effectiveness and technical feasibility/reasonable and necessary
- Neutral regulatory framework
- Standing



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Cumulative Impacts

“In consultation with the department of public health and environment, evaluate and address the potential cumulative impacts of oil and gas development.”

§ 34-60-106(11)(c)(II), C.R.S.



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Department of Natural Resources

Cumulative Impacts

- Meetings with CDPHE
- Identification of Stakeholders
- Developing Stakeholder process

Alternative Location Analysis

“Adopt an alternative location analysis process and specify criteria used to identify oil and gas locations and facilities proposed to be located near populated areas that will be subject to the alternative location analysis process.”

§ 34-60-106(11)(c)(I), C.R.S.



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Alternative Location Analysis

Goal: Revise COGCC rules to implement the process and criteria for locations near populated areas that are subject to an alternative location analysis

Scope: Establish a framework for when an alternative location analysis is required, who must or may conduct the analysis, and how the results of the analysis are used

- How to adjust the operations protocol to have more stakeholders brought into the planning process?
- When can it be meaningfully performed?
- Coordinate analysis with the local process
- Identification of receptors near proposed locations



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Wellbore Integrity

“The commission shall promulgate rules to ensure proper wellbore integrity of all oil and gas production wells. In promulgating the rules, the Commission shall consider incorporating recommendations from the State Oil and Gas Regulatory Exchange and shall include provisions to:

- (a) address the permitting, construction, operation, and closure of production wells;
- (b) require that wells are constructed using current practices and standards that protect water zones and prevent blowouts;
- (c) enhance safety and environmental protections during operations such as drilling and hydraulic fracturing;
- (d) require regular integrity assessments for all oil and gas production wells, such as surface pressure monitoring during production; and
- (e) address the use of nondestructive testing of weld joints.”

§ 34-60-106(18), C.R.S.

Wellbore Integrity

- Staff analysis
- Meetings with Environmental Defense Fund
- Meetings with Operators
- Meetings with other Stakeholders

Questions?



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Financial Assurance

The Financial Assurance Rulemaking “must consider:

increasing financial assurance for inactive wells and for wells transferred to a new owner;

requiring a financial assurance account, which must remain tied to the well in the event of a transfer of ownership, to be fully funded in the initial years of operation for each new well to cover future costs to plug, reclaim, and remediate the well; and

creating a pooled fund to address orphaned wells for which no owner, operator, or responsible party is capable of covering the costs of plugging, reclamation, and remediation.”

§ 34-60-106(13), C.R.S.



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Worker Certification

Worker Certification rules for workers in the following fields:

- (a) compliance officers with regard to the federal “Occupational Safety and Health Act of 1970”, 29 U.S.C. Sec. 651 et seq., including specifically working in confined spaces;
- (b) compliance officers with regard to codes published by the American Petroleum Institute and American Society of Mechanical Engineers, or their successor organizations;
- (c) the handling of hazardous materials;
- (d) welders working on oil and gas process lines, including:
 - (i) knowledge of the flowline rules promulgated pursuant to subsection (19) of this section;
 - (ii) a minimum of seven thousand hours of documented on-the-job training, which requirement can be met by an employee working under the supervision of a person with the requisite seven thousand hours of training; and
 - (iii) passage of the International Code Council Exam F31, National Standard Journeyman Mechanical, or an analogous successor exam, for any person working on pressurized process lines in upstream and midstream operations.

§ 34-60-106(20), C.R.S.



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Oil & Gas Conservation
Commission

Department of Natural Resources

August 28, 2019

COGCC Staff's Summary of Proposed Flowline Rule Revisions

SB 19-181 directs the Commission to engage in rulemaking to, among other things, allow "the public disclosure of flowline information and evaluat[e] and determin[e] when a deactivated flowline must be inspected before being reactivated." §34-60-106(19), C.R.S. Provided below are Staff's proposed changes to the Commission's flowline rules, in addition to several proposed clarifying revisions. Staff will consider stakeholder feedback and input on its proposals. Stakeholder input may be taken into account as Staff drafts the proposed rule revisions that will ultimately be proposed to the Commission.

1100 Series Flowline Regulations

1. Off-Location and Crude Oil Transfer Line Flowline Mapping

- a. Create a flowline map layer within the Commission mapping system available to the public to view the location of off-location flowlines and crude oil transfer lines. A free browser is available to the public for viewing of this information. To do so, COGCC would require shapefiles, instead of layout drawings, for all off-location flowlines.
- b. Allow operators to bulk-upload shapefiles for off-location flowline systems, needed to define flowline system
- c. Require as-built drawings for off-location flowlines
- d. Incorporate U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) setback formula for new crude oil transfer lines and some off-location flowlines from buildings (based upon radius and pressure)

2. Off-Location and Crude Oil Transfer Line Integrity Management

- a. Initial pressure test must be for a minimum of 4 hours
- b. Require integrity test or other inspection of an off-location flowline if it is depressurized (i.e., not being used to transport fluids) for a period of time before the operator can begin using the flowline again. Additionally, require notice from the operator prior to reactivating the flowline.

- c. Revisit frequency of and circumstances requiring integrity testing
- 3. Off-Location and Crude Oil Transfer Line Abandonment
 - a. Evaluate whether removal of abandoned off-location flowlines should be required in certain circumstances if certain criteria are satisfied
 - b. Update the Well Abandonment Subsequent, Form 6(s), guidance document for changes in flowline abandonment, and make necessary conforming changes to the rules
 - c. Prioritize COGCC inspection during abandonment of flowlines
- 4. Off-Location and Crude Oil Transfer Line Repairs and Construction
 - a. Add off-location flowline and crude oil transfer line repair standards
 - b. Add corrosion protection requirement to tracer lines for non-metallic flowlines
 - c. Add RP 15 TL4 "Recommended Practice for care and use of fiberglass tubulars" for fiberglass pipes
 - d. Add barriers/protection from vehicles to aboveground flowlines and transfer lines near roads
 - e. Add the reference PHMSA 195.410 as an alternative for markers
 - f. Add additional stormwater/open excavation/secure site requirements to protect public health, safety, welfare and the environment during excavation for construction and repairs
 - g. Add the use of "excavation tape" placed 1-foot above a buried line
- 5. Off-Location and Crude Oil Transfer Line Leak Detection
 - a. Revisit leak detection requirements
 - b. Better define response/investigation process for leaks detected and integrity failures in active off-location flowlines and crude oil transfer lines
- 6. Change Onecall from member code to checkbox and add N/A category for exempt operators (financial assurance, truckers, etc.)

7. Incorporate four proposed PHMSA operating status categories, which are pre-commissioned, active/in service, inactive/out of service, and abandoned.

Conforming Rules Changes:

Definitions 100 series

Out Of Service Lock And Tag (OOSLAT): clarify existing rules regarding lock out/tagout to be compliant with the Occupational Safety and Health Administration (OSHA) interpretation that lockout/tagout applies only for repair and maintenance.

Flowline Systems: add the definition to take into account the bulk upload option now available on the form 44.

200 Series

Remove the obsolete reference to position dilution of precision (PDOP) for GPS data. PDOP is an older measure of accuracy that is no longer commonly used.

300 series

A Comprehensive Drilling Plan (CDP) must include a discussion on how crude oil and produced water transfer lines are used.

600 Series

Move gas leak reporting from the 1100 series to the 600 Safety series or 900 Waste Management series rules. Ensure that gas leaks from all oil and gas facilities are reported and investigated, not just Grade 1 Gas Leaks.

700 series

Create a separate produced water transfer system financial assurance requirement. Currently, produced water transfer system financial assurance is included with gas gathering, gas processing and underground gas storage facilities financial assurance.

Require geodatabase information for gas gathering systems registered with a Form 12.



AGENDA ITEM - 9.b.

TITLE:

Executive Session: Review of the Common Interest Agreement associated with the Colorado Oil and Gas Conservation Commission, Citation (4)(b).

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Upload Date