



BOARD OF COMMISSIONERS
HILARY COOPER KRIS HOLSTROM LANCE WARING

REGULAR MEETING AGENDA

Wednesday, April 1, 2020

335 West Colorado Ave, Telluride Colorado (WEST WING) Audio and Video

1. **9:30 am CALL TO ORDER -ZOOM Meeting (Audio and Video only) - 1-253-215-8782 or 1-301-715-8592 Meeting Id # 660 684 518**
2. **REVIEW OF AGENDA AND PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**
3. **CALENDAR REVIEW**
 - a. Calendar.
4. **CONSENT AGENDA**
 - a. Ratification of Chair's signature on a non-disclosure agreement and contract with United Biomedical, Inc.
 - b. Acceptance of the fully executed agreement with Colorado Department of Local Affairs, EIAF 9168 - San Miguel County Telluride Regional Master Plan Update.
 - c. Other, as needed.
5. **ADMINISTRATIVE MATTERS**
 - a. 9:30 am Discussion on a recommendation by the San Miguel Behavioral Health Solutions Panel to distribute \$60,000 from the County's dedicated Mental Health fund to the Good Neighbor Fund, for purposes of funding behavioral health services for residents in San Miguel County./MOTION
15 mins Carol Friedrich, County Social Services Director and Paul Reich, TCH Network, via phone
 - b. Discussion on a request by the Behavioral Health Solutions Panel to allocate \$60,000 to organizations providing behavioral health services in San Miguel County in order to reduce barriers to care, for immediate and necessary behavioral health patient support, when no other funding sources are available and to be distributed to eligible organizations upon application to the SMBH Solutions Panel through the Behavioral Health Direct Access Assistance Pilot Program./MOTION
Paul Reich, Tri-County Health Network
 - c. 9:45 am Discussion of an additional law enforcement seat on the Behavior Health Solutions Group.

- 15 mins Carol Friedrich, County Social Services Director, via phone
 - d. 10:00 am Update on the proposed Stakeholder meetings schedule for the Gondola Subcommittee.
 - 10 mins Lance Waring, County Commissioner
 - e. 10:10 am Update with the Road and Bridge department concerning the current protocol for road violation.
 - 10 mins Ryan Righetti, County Road and Bridge Superintendent
 - f. 10:20 am Discussion and request for staff direction on the numerous rescues on the Dolores/Norwood Road this past winter.
 - 10 mins Ryan Righetti, County Road and Bridge Superintendent
 - g. 10:30 am Update on the Telluride Foundation concerning rural housing./MOTION
 - 10 mins Mike Bordogna, County Manager
 - h. Other, as needed.
6. **10:40 am GOVERNMENT AFFAIRS/NATURAL RESOURCES**
- a. Update on current comment deadlines.
 - 5 mins Lynn Padgett, Government Affairs/Natural Resource Director
 - b. Other, as needed.
7. **10:50 am PUBLIC HEALTH AND ENVIRONMENT/35 mins**
- (Board of Commissioners sitting as the San Miguel County Board of Public Health and Environment.)*
- a. Update with the Public Health Director on COVID 19.
 - Grace Franklin, Public Health Director
 - b. Discussion of any amendments to the current Public Health order.
 - Grace Franklin, Public Health Director
 - c. Update on the Deputy Medical Officer and temporary employees assisting with the COVID - 19.
 - Grace Franklin, Public Health Director and Mike Bordogna, County Manager
 - d. Other, as needed.
8. **11:25 am UPDATE WITH THE COUNTY MANAGER / 30mins**
- a. Update on the County Construction projects.
 - Mike Bordogna, County Manager
 - b. Update on essential offices and department employees.
 - Mike Bordogna, County Manager
 - c. Discussion of recognizing Key Employees from the Sheriff's office.
 - d. Discussion of Vendor Cart agreements for the summer.

- e. Other, as needed.
- 9. **11:55 am ATTORNEY MATTERS/ Amy Markwell, County Attorney (30mins)**
(Any of these items may involve an Executive Session C.R.S 24-6-402)
 - a. Update on an appeal of the Bureau of Land Management Uncompaghre Field Office Resource Management Plan decision to the Interior Board of Land Appeals.
 - b. Executive Session: Discussion regarding Suncor ethics in our ongoing litigation with Suncor and Exxon, citation (4)(b).
 - c. Update on Litigation
 - d. Other, as needed.
- 10. **12:25 pm LUNCH AND COMMISSIONER UPDATES AND PUBLIC COMMENT**
 - a. Hilary Cooper
 - b. Kris Holstrom
 - c. Lance Waring
 - d. Acknowledgment of public letters received or comment on items on the agenda.
 - e. 1:00 pm Update on the Uranium Leasing Program.
40 mins Jay Glascock, Department of Energy Office of Legacy Management, via zoom
 - f. Other, as needed

11. **2:00 pm ADJOURNMENT**

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded, and ACTION MAY BE TAKEN ON ANY ITEM. Formal Action cannot be taken at Work Sessions. For further information, contact the County Administration office at 970-728-3174. If special accommodations are necessary per ADA, contact 970-728-3174 prior to the meeting.

The official, designated posting place for all BOCC notices will be online at <https://www.sanmiguelcountyco.gov/liveagenda>. Use this

link to view the live agenda with any last-minute changes. To be automatically notified, please sign up at www.sanmiguelcountyco.gov, sign up for alerts, and follow the prompts.



AGENDA ITEM - 3.a.

TITLE:

Calendar.

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

3/27/2020

April**2020**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	01 BOCC Regular Meeting - ZOOM Special Daily Meeting (Audio only) - 1-253-215 8782 or 1-301-715-8592 Meeting Id # 892.687.034	02 BOCC Special Meeting - ZOOM Special Daily Meeting (Audio only) - 1-253-215 8782 or 1-301-715-8592 Meeting Id # 892.687.034	03 BOCC Special Meeting - ZOOM Special Daily Meeting (Audio only) - 1-253-215 8782 or 1-301-715-8592 Meeting Id # 892.687.034 SWCD Annual Water Meeting	04
05	06	07 County Commissioner Discussion	08	09	10 CCI Legislative Meeting	11
12	13	14 County Commissioner Discussion	15	16	17	18
19	20	21 County Commissioner Discussion	22 County Commissioner Meeting	23	24	25
26	27	28 County Commissioner Discussion	29	30	01	02

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May 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	01	02
03	04	05 County Commissioner Discussion	06 County Commissioner Meeting	07	08	09
10	11 Inter-Governmental Work Session-San Miguel County Hosts	12 County Commissioner Discussion	13	14 Professional Development with the County Administrative Staff	15	16
17	18	19 County Commissioner Discussion	20 County Commissioner Meeting	21	22	23
24	25	26 County Commissioner Discussion	27	28	29	30
31	01	02	03	04	05	06

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June 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	01	02 County Commissioner Discussion	03	04	05	06
07	08	09 County Commissioner Discussion	10 County Commissioner Meeting - Egnar	11	12	13
14	15	16 County Commissioner Discussion	17	18	19	20
21	22	23 County Commissioner Discussion	24 County Commissioner Meeting	25	26	27
28	29	30 County Commissioner Discussion	01	02	03	04

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AGENDA ITEM - 4.a.

TITLE:

Ratification of Chair's signature on a non-disclosure agreement and contract with United Biomedical, Inc.

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

Professional Service Agreement

Upload Date

3/25/2020

**PARTNERSHIP AGREEMENT FOR THE PROVISION OF COVID-19 ANTIBODY TESTS
AND LABORATORY TESTING TO BE VOLUNTARILY ADMINISTERED THROUGHOUT SAN
MIGUEL COUNTY, COLORADO BETWEEN
SAN MIGUEL COUNTY, COLORADO AND UNITED BIOMEDICAL, INC.**

This Agreement made this 25th day of March, 2020 between the Board of County Commissioners of San Miguel County, Colorado ("County") and United Biomedical, Inc. together with its affiliates and subsidiaries ("UBI Group") as follows:

RECITALS

WHEREAS, Coronavirus Disease ("COVID-19") was first detected in Wuhan, China in late 2019, and since then has spread to over 60 countries including the United States and is attributed to over 11,000 deaths worldwide to date as reported by the World Health Organization; and

WHEREAS, pursuant to its legal authority set forth in C.R.S. §§ 25-1-506, 25-1-508 and other applicable authority, the Director of the San Miguel County Department of Public Health and Environment ("Public Health Director") has the duty to investigate and control the causes of epidemic or communicable diseases and conditions affecting public health and to establish, maintain, and enforce isolation and quarantine, and in pursuance thereof, and for this purpose only, to exercise physical control over property and over the persons of the people within the jurisdiction of the agency as the agency may find necessary for the protection of the public health; and

WHEREAS, on March 10, 2020, the Governor of Colorado declared a State of Emergency related to the presence of COVID-19 in the State and the Colorado Department of Public Health & Environment has confirmed that COVID-19 continues to spread throughout the State of Colorado; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to COVID-19; and

WHEREAS, on March 13, 2020, the County's Emergency Response Plan was activated and the COVID-19 Unified Command was created to organize a robust and flexible response to this public health crisis with leadership from multiple agencies to form a common operating plan; and

WHEREAS, on March 16, 2020, the Board of County Commissioners, San Miguel County, Colorado issued a Local Disaster Emergency declaration due to COVID-19; and

WHEREAS, Colorado has a population of approximately 5.7 million people and as of March 18, 2020, only 1,790 had been tested; and

WHEREAS, local medical experts from the Telluride Hospital District d/b/a Telluride Medical Center ("TMC") believe that with medical certainty they are treating patients with COVID-19 and that extreme medical testing limitations at the local, state and federal level is the reason for the lack of information regarding diagnosis in our community; and

WHEREAS, the need for large-scale testing has become apparent in the past weeks and the RT-PCR nasal swab tests, which are currently being used to detect COVID-19, are limited to testing for active infections and in severely limited supply to meet the needs of our community; and

WHEREAS, testing, in combination with strategic “shelter in-place” public health orders, will provide the best chance to mitigate losses associated with COVID-19, including loss of life; and

WHEREAS, on March 18, 2020, the Public Health Director issued Public Health Agency Order #2020-02 Limiting Gatherings of People as Necessary to Protect Public Health (Shelter in Place) which significantly restricts the movement of people within the County in order to slow the spread of COVID-19; and

WHEREAS, on March 20, 2020, San Miguel County reported its first confirmed case of COVID-19; and

WHEREAS, on March 11, 2020, the Center for Disease Control called for use of antibody tests and the World Health Organization urged all outbreak areas to immediately begin testing with such tests to better track and contain community spread of the virus; and

WHEREAS, UBI Group is taking on the COVID-19 pandemic and has developed a COVID-19 antibody test that is called the UBI® SARS-CoV-2 ELISA (“ELISA Test”); and

WHEREAS, when SARS-CoV-2, the virus that causes COVID-19, infects a person, that person’s immune system will produce antibodies against the virus to fight the infection; and

WHEREAS, while results from antibody testing should not be used as the sole basis to diagnose or exclude COVID-19 infection or to inform infection status, the ELISA Test is able to detect the antibodies made by the body against the SARS-CoV-2 virus from a small sample of blood in order to diagnose whether a person has, or previously had, COVID-19; and

WHEREAS, antibody tests, such as the UBI® SARS-CoV-2 ELISA, can be used to complement RT-PCR tests for a more accurate diagnosis of current infection in symptomatic patients; and

WHEREAS, UBI Group was founded in 1985 and for the past three decades have developed, manufactured and sold blood diagnostic kits worldwide through various distribution partners; and

WHEREAS, UBI Group has also developed, manufactured and sold over 4.5 billion vaccines and ~500 million doses annually through partners; and

WHEREAS, Dr. Chang Yi Wang, UBI Group’s Chief Scientific Officer, has developed four blood diagnostic kits and two licensed vaccines that have been globally distributed and she is currently collaborating with Dr. Anthony Fauci/NIAID and also advised by Dr. Robert Redfield on HIV functional cure program, both leaders in the COVID-19 response; and

WHEREAS, while the U.S. Food and Drug Administration (“FDA”) has not approved any antibody tests, and the ELISA Test has not been reviewed by them, UBI Group has submitted an application to them for Emergency Use Authorization (“EUA”) for its ELISA Test; and

WHEREAS, UBI Group represents that it is in compliance with all federal laws and the UBI® SARS-CoV-2 ELISA test has been independently validated and is in compliance with FDA guidance issued as of March 16, 2020; and

WHEREAS, based on new guidance issued on March 16, 2020 by the FDA recognizing the urgent need for access to these types of tests, the ELISA test is now available for use by and marketed to U.S. laboratories without EUA review; and

WHEREAS, UBI Group is willing to donate ELISA Tests for the purpose of testing all residents of the County, on an entirely voluntary basis, for COVID-19 antibodies with the goal of detecting and containing community spread, and providing a more accurate assessment of disease prevalence; and

WHEREAS, in addition to providing sufficient tests, UBI Group is donating the expense of delivering the ELISA Test to the County and transporting the samples to an independent laboratory out of state for laboratory testing; and

WHEREAS, voluntary testing will be administered throughout the County by its Public Health Department in coordination with the Telluride Hospital District d/b/a Telluride Medical Center the Uncompahgre Medical Center and an incredible amount of support from other community partners through various Mutual Aid Agreements; and

WHEREAS, UBI Group warrants that this test is not a clinical trial and they will only use the results obtained from the ELISA Test for further research and validation of the UBI® SARS-CoV-2 ELISA, and as required by law, rule, regulation, guidance, etc., and the results may be anonymously pooled with the results of others in order to determine community prevalence or other statistics related to COVID-19, which may be reported or published; and

WHEREAS, UBI Group will not receive any individual named samples or results from this test and will not retain any right to use any samples for any purpose other than determining if the sample contains antibodies directed against SARS-CoV-2; and

WHEREAS, any personal information obtained will not be made available to, or disclosed by the UBI Group, with the exception of an informed consent form provided by UBI Group;

NOW THEREFORE, in consideration of the Parties' mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **CONTRACT DOCUMENTS.** The "Contract Documents" shall consist of the following:

- a) this Agreement;
- b) Confidentiality Agreement (Mutual);
- c) Frequently Asked Questions for UBI Group and Testing; and
- d) County Public Health "What You Need to Know to Be Informed".

2. **DESCRIPTION OF SERVICES.** UBI Group (or "Contractor") warrants that it, or any third-party vendor that it designates, is fully qualified to perform the below-described Services and shall perform the Services following generally recognized professional practices and standards of their profession. Services shall include without cost to the County, its residents or its emergency response partners:

- Shipment and delivery of UBI® SARS-CoV-2 ELISA for the purpose of voluntarily testing residents of San Miguel County;
- Shipment of the test kits to a laboratory for processing;
- Processing all tests;
- Providing the results of those tests only to the County's Designated Representative.

Additionally, the above Services shall be provided to the County for the purpose of the County's continued voluntary testing, as determined by the County Public Health Director, for an amount not to exceed \$21.00 per test plus handling.

3. **TERM OF AGREEMENT.** The term of this Agreement expires upon the earlier of (a) the Contractor testing any resident within the County a maximum of two (2) times unless additional tests are purchased by the County pursuant to the terms set forth in Description of Services above or (b) upon written notice of termination by the Contractor. Despite the foregoing, this Agreement shall terminate no later than December 31, 2020.
4. **AUTHORIZED REPRESENTATIVES.** The County designates **Grace Franklin** as the County Representative under this Agreement. UBI Group designates **Brandon Schurter** as the Contractor Representative. Said Representatives shall have the authority to bind the parties concerning the Services. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative. Neither the County nor UBI Group may change its representative unless they give Notice as set forth herein.
5. **INDEPENDENT CONTRACTOR.** The parties agree that UBI Group is a professional entity and that the relationship created by this contract is that of an independent contractor. UBI Group is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Unless otherwise specified in writing, UBI Group shall furnish all supervision, labor, materials, equipment, supplies, and other incidentals to complete the requirements of the services as defined above. UBI Group has the authority to control and direct the details of the work; the County is interested in the results. If UBI Group employs others in the commission of the work to be performed on behalf of the County, UBI Group shall be responsible for any payment and/or taxes that may be required, including all federal and state income taxes on all monies paid according to this Agreement and shall maintain, at its own expense, all applicable insurance to include Worker's Compensation/Employer's Liability and Commercial General Liability. UBI Group shall provide a copy of said insurance policy within a reasonable amount of time upon request, but in no case more than five (5) business days upon request from the County. UBI Group shall have no authorization, either express or implied, to make any commitments on behalf of the County. UBI Group agrees to comply with all federal, state, and municipal laws, rules, regulations, and safety procedures that are or may apply to the work performed. UBI Group may practice their profession for others during periods when not performing work under this Agreement for San Miguel County. The County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the UBI Group performs.
6. **WORK PERFORMED AT CONTRACTOR'S RISK.** UBI Group warrants that it, or its designees, is fully qualified to perform the Services as set forth herein and shall perform the Services following the professional standards of the industry. UBI Group shall take all precautions necessary and shall be responsible for the safe performance of the Services described herein. All work shall be done at UBI Group's risk.
7. **PROFESSIONAL LIABILITY INSURANCE & LICENSURE.** UBI Group agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability, and employment liability insurance relating to the performance and completion of this Agreement as applicable. UBI Group shall provide a copy of their valid professional license/certification and professional liability insurance coverage within a reasonable amount of time upon request, but in no case more than five (5) business days upon request from the County.

8. **GOVERNMENTAL IMMUNITY.** The County does not intend to waive, by any provision of this Agreement, any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq*, as currently in effect and as it may be subsequently amended. This indemnity continues beyond the termination of this Agreement for the acts or omissions which occurred during the Agreement Term.
9. **INDEMNIFICATION.** UBI Group shall indemnify, release, save, hold harmless and defend San Miguel County, its officials, employees and agents from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fee and costs (hereinafter referred to collectively as "claims") for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the UBI Group or any of its owners, officers, directors, agents, employees, or subcontractors in relation to the ELISA Test for which it has direct control over. The indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such UBI Group to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the County shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the County, be indemnified by UBI Group from and against any and all claims. It is agreed that UBI Group will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the UBI Group agrees to waive all rights of subrogation against the County, its officials, agents, and employees for losses arising from the work performed by the UBI Group for the County according to this Agreement. Notwithstanding any other provision of the Contract Documents, UBI Group acknowledges that the County, as a governmental entity, is not legally permitted to and does not agree to indemnify UBI Group. This indemnity does not apply to actions that are outside the control of the UBI Group, including but not limited to, obtaining any blood sample from an individual, assigning a test identification number to an individual, matching a test identification number to a result from the ELISA Test, reporting any result to an individual, any emotional, economic, or other distress caused to an individual from a result from the ELISA Test, etc.
10. **SUSPENSION & TERMINATION.** Without terminating this Agreement, the County may suspend UBI Group's Services following a five (5) day written Notice to UBI Group. If resumption of UBI Group's Services requires any waiver or change in this Agreement, the parties must mutually agree to such waiver or change, in writing, and the writing must be attached as an addendum to this Agreement. Additionally, the County reserves the right to terminate this Agreement, in whole or in part, with or without cause by the giving of a fifteen (15) day written Notice to UBI Group.
11. **DATA SECURITY.** Any data or documentation UBI Group receives from the County under this Agreement is the property of the County and shall be returned at the expiration of the Agreement, with the exception of any UBI Informed Consent Form. The data and documentation may contain confidential information and/or personal identifying information. As such, UBI Group shall use reasonable care and following industry standards to ensure said information is secure.

UBI Group will take adequate steps and security precautions, following industry standards, to prevent unauthorized disclosure of information which is County property including, but not limited to: (a) instructing employees that have access to such information not to copy or duplicate the same or any part thereof; (b) to withhold disclosure or access or reference thereto from unauthorized third parties, and; (c) maintaining proper control of passwords and security procedures to prevent unauthorized access to UBI Group's computer systems.

UBI Group shall notify the County of any actual or suspected data security incident as soon as practicable, but no later than 24 hours after it becomes aware of it, to include but not limited to: (a) access, use or disclosure of a County's confidential information not permitted by this Agreement; (b) breach of a County's unsecured confidential information; (c) security breach or intrusion or; (d) use or disclosure of a County's confidential information in violation of any applicable federal or state laws or regulations.

If applicable, all data shall be encrypted at rest and in transmission. UBI Group's collection, access, use, storage, disposal, and disclosure of data under this Agreement shall comply with all applicable data protection laws, as well as all other applicable regulations and directives.

Upon termination of this Agreement for any reason, UBI Group will provide access to all County data for a transition period for up to three (3) months. Once all of the data has been moved and the three (3) month period has expired, UBI Group's obligations to maintain the stored data will end. County will also have access to search, playback, and download features. County data will include all associated metadata. UBI Group will provide assistance to move County data in a timely and organized manner to another provider at no additional cost during the transition period.

12. **NONDISCRIMINATION.** UBI Group agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. §24-34-401, et seq., as amended and all applicable local, state, and federal laws regarding discrimination and unfair employment practices. UBI Group shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, color, creed, religion, gender, gender identity, national origin or ancestry, disability, age, sex, sexual orientation, socio-economic status, marital status, veteran status, or any other basis prohibited by federal, state or local law.
13. **COMPLIANCE WITH PUBLIC CONTRACTS FOR SERVICES REQUIREMENTS - UNDOCUMENTED WORKERS.** UBI Group certifies that, at the time of the certification, and before its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the UBI Group that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. UBI Group represents, warrants, and agrees that it: (a) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the e-verify program or through the Colorado Department of Labor and Employment ("CDLE") and; (b) otherwise will comply with the requirements of C.R.S. §8-17.5-101(2)(b). UBI Group is prohibited from using either the e-verify program or CDLE program procedures to undertake pre-employment screening of job applications while Services are being performed under this Agreement. If UBI Group obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, UBI Group shall notify the subcontractor and San Miguel County within three days that UBI Group has actual knowledge that the subcontractor is employing or contracting with an illegal alien and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that UBI Group shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. UBI Group shall comply with any reasonable request CDLE made in the course of an investigation that CDLE is undertaking according to the authority established in C.R.S. §8-17.5-102. If UBI Group fails to comply with any requirement of this provision or C.R.S. §8-17.5-101 et seq., the County may terminate this Agreement for a breach and UBI Group shall be liable for actual and consequential damages to the County.

14. **COLORADO OPEN RECORDS ACT.** The parties acknowledge that San Miguel County is a governmental entity formed according to Colorado law, and as such, is subject to the Colorado Open Records Act, C.R.S. § 24-72-200 *et seq.* ("CORA"). In the event the County receives a request under CORA that would require production of records related to UBI Group, the County will inform UBI Group of such request and provide UBI Group with a copy of any such written request. UBI Group shall promptly notify the County if: (a) production of the requested record would disclose UBI Group's trade secrets, privileged information, and/or confidential commercial or financial data pursuant to C.R.S. § 24-72-204(3)a(IV) or; (b) UBI Group desires to pursue a legal action to prevent disclosure of such documents. The County shall determine whether to deny the request. If the County's denial of a request is challenged, the County will notify UBI Group of such challenge and provide the Company with a written copy of any such challenge. UBI Group shall indemnify and hold the County harmless from any claim or judgment as well as any costs and attorney's fees incurred in denying such request or otherwise assisting UBI Group in response to a denial and/or legal challenge to the denial.
15. **GOVERNING LAW, JURISDICTION & VENUE.** This Agreement will be governed by and construed in accordance with the laws of Colorado. Should there be a dispute between the parties, jurisdiction and venue shall lie in the 7th Judicial District of San Miguel County, Colorado.
16. **WARRANTY.** UBI Group warrants that it is in compliance with all federal laws, the UBI® SARS-CoV-2 ELISA test has been independently validated and the purpose of this Agreement is not to conduct a clinical trial. UBI Group further represents that the Services pursuant to this Agreement will be performed in accordance with industry standards in all material respects. UBI Group further warrants that it will not receive individual named results from this test and will not retain any right to test blood samples for any purpose other than for (a) determining if a tested individual has antibodies directed against SARS-CoV-2 (b) further research and validation of the ELISA Test, and as required by law, rule, regulation, guidance, etc., or (c) anonymously pooling the results of multiple individuals in order to determine community prevalence or other statistics related to COVID-19, which may be reported and published. However, under no circumstance will any personal information be made available or disclosed by UBI Group, except as required by UBI Group's Consent Form. These representations and warranties shall survive the termination of this Agreement.

Additionally, UBI Group is a duly incorporated company, validly existing and in good standing under the laws of the State of Delaware. UBI Group has the necessary corporate power and authority to enter into this Agreement and to assume and perform its obligations hereunder. The execution and delivery of this Agreement and the performance by UBI Group of its obligations hereunder have been duly authorized by the organization, or members of the company (respectfully). This Agreement has been duly executed and delivered by UBI Group, and each of its members, if applicable, and constitutes a legal, valid and binding obligation of each company. Neither the execution and delivery of the Agreement nor the actions contemplated hereby will violate or cause a default or breach in any agreement to which either UBI Group is a party or by which it is bound.

17. **NOTICE.** Notice under this Agreement shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage pre-paid, three (3) business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

San Miguel County Representative:

Name: Grace Franklin
Title: Public Health Director
Mailing Address: PO Box 949

Physical Address (if different):
333 W. Colorado Ave, 3rd Floor
Telluride, CO 81435
Phone: 970-369-5422
Email: gracef@sanmiguelcountyco.gov

Contractor Representative:

Name: Brandon T. Schurter
Title: Vice President, Legal Affairs
Mailing Address: 25 Davids Drive,
Hauppauge, NY 11788
Physical Address (if different) N/A

Phone: 631-273-2828 x1107
Email: bschurter@unitedbiomedical.com

Copy to: San Miguel County Attorney

Attn.: Amy Markwell
PO Box 1170 (mailing)
333 W. Colorado Ave. (physical)
Telluride, CO 81435
970-728-3879 attorney@sanmiguelcountyco.gov

“Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts. The parties agree that: (a) any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; (b) any such notice or communication shall be considered to have the same binding and legal effect as an original document, and; (c) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form.

18. MISCELLANEOUS.

- a) Assignability. UBI Group shall not assign its rights or delegate its obligations under this Agreement without the County’s prior written consent.
- b) Severability. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect.
- c) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- d) Conflict of Interest. UBI Group shall not knowingly perform any act that would conflict in any manner with the performance of services under this Agreement. UBI Group certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.
- e) Records Retention. UBI Group shall maintain all records, including working papers, notes, and financial records, and make them available for County inspection and audit which they may require for any purpose authorized by law.


f) Entire Agreement. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. In the event of a conflict between an Exhibit to this Agreement and the body of this Agreement, the Agreement will govern resolution of the conflict.

g) Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the latter day and year indicated below.

**San Miguel County, Colorado
Board of County Commissioners**

Date signed 3/25/20


By 
Hilary Cooper, Chair of the Board

Contractor Name: **United Biomedical, Inc.**

Date signed 3/25/2020

By 
Brandon T. Schurter, VP, Legal Affairs

Reviewed by County Attorney for form and content.


Amy T. Markwell

3/25/2020
Date

CONFIDENTIALITY AGREEMENT (MUTUAL)

By and Between

UNITED BIOMEDICAL, INC.

a Delaware corporation having its principal office at:
25 Davids Drive
Hauppauge, NY 11788
together with its affiliates and subsidiaries, including C19 LLC,
United Biomedical, Inc. – Asia, United Neuroscience, UBIP
Pharma, Inc. and United BioPharma, Inc.
("UBI")

And

SAN MIGUEL COUNTY, COLORADO

having its principal office at:
333 W. Colorado Avenue, 3rd Floor
PO BOX 1170
Telluride, CO 81435
("County")

UBI and the County (each a "Party" and collectively the "Parties") wish to protect and preserve the confidential and/or proprietary nature of information and materials that may be disclosed or made available to each other in connection with certain discussions, negotiations, or dealings in order to evaluate a potential business relationship between the Parties (the "Purpose"). To ensure the confidentiality of such information, the Parties hereby enter into this confidentiality agreement ("Agreement") on March 20, 2020 (the "Effective Date").

The Parties agree as follows:

1. Definitions:

- a) "Disclosing Party" shall mean the Party that discloses Confidential Information to the other Party.
- b) "Receiving Party" shall mean the Party that receives Confidential Information from the other Party.
- c) "Confidential Information" shall mean any information, whether furnished before or after the date of this Agreement, provided by the Disclosing Party to the Receiving Party, including, without limitation, any and all information, documents, materials, manuals, notebooks, memoranda, reports, records, in any form, relating to proprietary ideas, patentable ideas, copyrights, and/or Trade Secrets, including know-how, past, present, and/or prospective inventions, improvements, products, formulations, processes, techniques, apparatus, operations, formulae, plans, algorithms, drawings, specifications, data (including clinical, research and experimental data), services, software, programs, hardware, engineering, schematics, design, research and development, production, application, sources of supplies or materials, operating and other cost data, profit and margin information, finances and financial projections, source of any income, profits, losses, or expenditures, customers, clients, marketing, customer proposals, price lists, data relating to pricing of products or services, sales, shipments, purchases, transfers, inventories, current or future business plans, standard operating procedures, strategies, models, personnel, login or

identification information, investors, affiliates, licenses, licensors, consultants, and vendors, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

- d) "Trade Secret(s)" shall mean information, including a formula, pattern, compilation, program device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Non-Disclosure to Third Parties

Except as set forth herein, UBI and the County agree to keep confidential any Confidential Information and shall limit disclosure of Confidential Information, only to the extent necessary to carry out the Purpose, to its partners, directors, officers, affiliates, owners, employees, employers, agents, advisors (including third-party service providers such as lawyers, auditors, accountants, Telluride Hospital District d/b/a Telluride Regional Medical Center and Uncompahgre Medical Center), advisees, managed entities (including the various investment vehicles, investment funds, and accounts managed or advised by UBI), subsidiaries, investors, and representatives (collectively, "Representatives"). Prior to giving its Representatives access to the other Party's Confidential Information,

each Party agrees that its Representatives will be advised of the confidential nature of the Confidential Information and be subject to obligations of confidentiality and restricted use with respect to the Confidential Information that are at least as stringent as the terms of this Agreement. The Parties agree to be responsible for any breach of this Agreement by their Representatives and agree to take any and all action necessary to enforce compliance with the terms of this Agreement by their Representatives.

3. Exclusions

The obligations contained in this Agreement shall not apply to Information which:

- a) At the time of disclosure, is in the public domain or which, after its disclosure, becomes part of the public domain through no fault of the Receiving Party; or
- b) Can be established by reasonable and competent proof was in the Receiving Party's possession at the time of such disclosure; or
- c) Is rightfully received by the Receiving Party from a third-party not owing a duty of confidentiality; or
- d) Was subsequently and independently developed or purchased by, or on behalf of, the Receiving Party without reference or knowledge of the Confidential Information, as evidenced by Receiving Party's written records; or
- e) Is disclosed, without a duty of confidentiality to a third-party by, or with, the authorization of the Disclosing Party.

4. Compelled Disclosure

If the Receiving Party becomes legally compelled (by law, rule, regulation or otherwise) to disclose any Confidential Information received from the Disclosing Party, the Receiving Party shall, to the extent legally permitted and practicable, promptly provide the Disclosing Party with notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy and the Receiving Party shall exercise commercially reasonable efforts to cooperate with the Disclosing Party in connection therewith as the Disclosing Party may reasonably request. If such protective order or other remedy is not obtained, the Receiving Party may disclose without liability only the minimum portion of the Confidential Information that the Receiving Party is legally required to disclose. In the event that any Confidential Information is disclosed pursuant to the foregoing, it shall not lose its confidential status through such compelled disclosure.

5. No Relationship

Nothing contained in this Agreement will be deemed to create any relationship between the Parties except as specified herein. Specifically, this Agreement does not create any relationship, between either the Parties or their affiliates, of employment, consultancy, agency, joint venture, or partnership. Neither Party will have the power to obligate the other beyond the scope of the confidentiality obligations specifically set forth in this Agreement.

6. Representations and Warranties

Each Party represents that (a) it has the legal right and power to enter into this Agreement; (b) this Agreement will not conflict with its charter documents or any agreements, contracts, or other arrangements to which it is a party; (c) it will comply with all applicable laws, rules, and regulations with respect to this Agreement; and (d) upon execution and delivery of this Agreement, this Agreement will constitute a valid and binding obligation of such Party, enforceable in accordance with its terms. Unless otherwise stated in writing, all Confidential Information supplied hereunder is on an "AS IS" basis. The use of all Confidential Information disclosed hereunder is at the Receiving Party's own risk. The Disclosing Party does not accept any responsibility or liability for any damages arising out of the use of Confidential Information disclosed hereunder. Each Party expressly disclaims any warranties not expressly contained in this Agreement, including but not limited to any warranties regarding any Confidential Information.

7. Ownership of Confidential Information

All Confidential Information of Disclosing Party (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Disclosing Party. Receiving Party does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the express provisions of this Agreement. All rights relating to the Confidential Information that are not expressly granted hereunder to Receiving Party are reserved and retained by Disclosing Party.

8. Return or Destruction of Materials

Upon any termination of discussions between the parties related to the Purpose, or of this Agreement, or at any time at Disclosing Party's request, Receiving Party shall promptly return to Disclosing Party or destroy all

materials (in written, electronic or any other form) containing or constituting Confidential Information of Disclosing Party, including any copies and extracts thereof, and, if destroyed, Receiving Party shall promptly confirm in writing to Disclosing Party the destruction of any Confidential Information pursuant to this; provided, however, that Receiving Party shall not be required to return or destroy copies of Confidential Information (a) Receiving Party is required to retain by law or regulation or internal compliance policy, (b) automatically saved electronically as part of a computer disaster recovery or similar back-up system, or (c) that is included in materials or other work product prepared by or on behalf of Receiving Party in furtherance of the Purpose, provided such information shall continue to be maintained in accordance with the terms of this Agreement. In addition, each Party may retain one (1) copy of the Disclosing Party's Confidential Information in its confidential legal files for purposes of determining compliance hereunder.

9. Miscellaneous

- a) **Term.** This Agreement may be terminated by either Party, without liability, upon delivering notice to the other Party. Unless otherwise mutually agreed in writing, the Parties' obligation hereunder with respect to each disclosure of Confidential Information shall expire ten (10) years from the date of disclosure. Any information deemed to be a Trade Secret shall be safeguarded as required by this Agreement in perpetuity or for so long as such information remains a Trade Secret under applicable law, whichever occurs first.
- b) **Waiver.** No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.
- c) **Severability; Reformation.** In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent possible, be reformed and construed so that it would be valid, legal and enforceable to the maximum extent possible; or, alternatively, this Agreement shall, to the fullest extent possible, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision had never been contained herein.
- d) **Entire Agreement.** This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto.
- e) **Assignment.** Neither Party may assign or delegate this Agreement or any of its duties or rights hereunder, whether voluntarily or by operation of law, without the prior written consent of the other Party. If either Party attempts to assign or delegate its duties or rights hereunder, the attempted assignment or delegation will be void and deemed to be a material breach of this Agreement.
- f) **Use of Party's Name.** Neither Party will use the name, symbols, marks, or logotypes of the other Party in any publicity, advertising, website, or news release without the prior written consent of the other. This restriction will not apply to regulatory filings required of either Party.
- g) **Remedies.** The Parties acknowledge that it may be difficult to measure in money the damage to the Disclosing Party of a material breach of any of the restrictions or obligations imposed by this Agreement, and in such event, the Disclosing Party may not have an adequate remedy at law or in damages. Accordingly, in the event of any breach or threatened breach, in addition to any other remedies at law that a Disclosing Party may have, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief, specific performance, or both, without posting bond or other security.
- h) **Amendments.** This Agreement may be amended or modified in whole or in part, only by an instrument in writing signed by all parties hereto.
- i) **Execution of Agreement.** This Agreement may be signed in any number of counterparts, and by UBI or the County on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail (pdf) or telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

j) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without reference to its conflict of laws provisions. The Parties to this Agreement agree that any suit, action or proceeding arising out of, in connection with, or with respect to this Agreement or its enforceability shall be brought exclusively in the state or federal courts in the state of New York, and each Party hereby irrevocably

accepts the exclusive personal jurisdiction of those courts for the purposes of any suit, action or proceeding. Should legal action arise concerning this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief which may be awarded by any court or other tribunal of competent jurisdiction.

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

UNITED BIOMEDICAL, INC.:

B. T. Schurter

Signature

Brandon T. Schurter

Name

Vice President, Legal Affairs

Title

COUNTY:

Hilary Cooper

Signature

Hilary Cooper

Name

Chair, Board of County Commissioners

Title



UBI - FREQUENTLY ASKED QUESTIONS

What is a COVID-19 antibody test and what do the results tell me?

After SARS-CoV-2, the virus that causes the coronavirus disease, 2019 (COVID-19), infects a person, that person's immune system will produce antibodies against the virus to fight the infection. A COVID-19 antibody test is able to detect the antibodies made by the body against the SARS-CoV-2 virus from a small sample of blood to diagnose whether a person has (or previously had) COVID-19. United Biomedical, Inc. (UBI) has developed a COVID-19 antibody test that is called the UBI® SARS-CoV-2 ELISA.

Features of our antibody test:

- Accurate — >95% specificity and sensitivity
- Precise — can differentiate between SARS-CoV-2 vs. other coronaviruses circulating in US
- Fast — results in 2-3 hours
- Scalable — can be deployed to screen hundreds or thousands of subjects easily

The results of the test tell you whether you have been exposed to the virus. Antibodies may be detected starting 10 days after infection, or generally shortly after onset of symptoms. The antibodies stay in your blood for a long time and, thus, the detection of antibodies using our test can also inform whether you have been previously exposed to the virus and have now recovered and developed immunity.

How accurate is the test?

Validation tests conducted in China, Taiwan and California have demonstrated that the UBI® SARS-CoV-2 ELISA is highly sensitive, specific, and accurate.

100% of the blood samples collected post seroconversion of infection from patients who tested positive to COVID-19 by other methods were found to be positive using the UBI® SARS-CoV-2 ELISA ((after infection with the virus it takes about 10 days for the person's immune system to produce enough antibodies for them to be detectable in the blood, this period is called "seroconversion"). We have also tested over 900 blood samples that were collected before the present COVID-19 outbreak and none of these samples tested positive using our test, which means that our test has not produced a false positive result. These samples included blood samples from patients who have previously tested positive for other human coronaviruses (e.g., NL63 or HKU-1) as well as other infectious diseases (e.g., HIV, HCV, and HBV).

When will I get the results?

The test takes 2-3 hours to get results. However, it may take two or more days to get your results as there is currently lab processing capacity constraints. Many of our labs are in cities with shelter-in-place so the manpower to process has decreased significantly. We appreciate your patience and understanding while we work our hardest to get these done.

Is this test FDA approved?

We have submitted an application to the FDA for Emergency Use Authorization (EUA). Based on new guidance issued by the FDA recognizing the urgent need for access to these types of tests, the UBI antibody test is now available for use by and marketed to U.S. laboratories prior to EUA. The FDA has not approved any antibody tests under EUA.

Per the guidance, until the EUA has been reviewed, we are required to inform you in the test results:

- This test has not been reviewed by the FDA.
- Negative results do not rule out SARS-CoV-2 infection, particularly in those who have been in contact with the virus. Follow-up testing with a molecular diagnostic should be considered to rule out infection in these individuals.
- Results from antibody testing should not be used as the sole basis to diagnose or exclude SARS-CoV-2 infection or to inform infection status.

- Positive results may be due to past or present infection with non-SARS-CoV-2 coronavirus strains, such as coronavirus HKU1, NL63, OC43 or 229E.

What about the nasal swab RT-PCR tests being used? How is this different?

The need for large-scale testing has become apparent in the past weeks. The RT-PCR nasal swab tests are currently being used and are helpful to test active infections because they detect the genetic material of the virus itself, so will tell you if you have an ongoing infection.

However, there are important limitations and restrictions. These include the fact that they are technically demanding to conduct, there is variability in accuracy with high false negatives (up to 50%), difficulty to scale up to test large populations of people, and the ability to only detect active infection but inability to determine if someone has been previously infected but recovered. As a result, the RT-PCR tests have been restricted in application, challenging to roll out, and unable to inform public health officials the true scope of outbreak.

Last week, the CDC finally called for use of antibody tests and the WHO urged all outbreak areas to immediately begin testing with such tests to better track and contain community spread of the virus.

How can communities use large scale screening using these tests?

We have had many governments and corporations inquire about large-scale testing. Antibody tests can be used as a quick screen to identify who has been infected within a community. This can provide leaders, public health officials, and the public with more accurate information about the prevalence of infection in a given population, which can help everyone take steps to contain community spread.

Antibody tests, such as the UBI® SARS-CoV-2 ELISA, can be used to complement RT-PCR tests for a more accurate diagnosis of current infection in symptomatic patients. It can also identify those who have been infected, but have already recovered and developed a level of immunity to the virus. People who have not yet been exposed are still susceptible to the virus and should exercise caution and social distancing to avoid infection. In addition, people may get infected but not know that they are infected because they either have mild symptoms or no symptoms at all. These people, with mild or no symptoms, are still able to spread the virus to others people who may be more at risk in developing severe infections. Therefore, large-scale testing is important to understand this information, which can help communities stay safe while staying open.

Who are we?

C19 is a subsidiary of UBI Group. UBI Group was founded in 1985 and currently has over 5 operating entities and 950 employees globally. We have facilities in China, Taiwan, Ireland and the US. For the past three decades, we have developed, manufactured and sold HIV, HCV, HTLV and FMDV blood diagnostic kits worldwide through various distribution partners including Organon Teknika and BioMerieux. We have also developed, manufactured and sold over 4.5 billion vaccines and ~500 million doses annually through partners. Dr. Chang Yi Wang, our Chief Scientific Officer, is inventor and author of over 100 patents and peer-reviewed publications. She developed 4 blood diagnostic kits and 2 licensed vaccines globally distributed. She has been awarded Inventor of the Year Award (NYPLA), Pioneer in Medicine Award (BMSF), and recipient of funding from Gates Foundation, MOEA and 4 NIH grants over \$20M, including for SARS diagnostic work. She is currently collaborating with Dr. Anthony Fauci/NIAID and also advised by Dr. Robert Redfield on HIV functional cure program, both leaders in the coronavirus response today.

WHAT YOU NEED TO KNOW TO BE INFORMED

VOLUNTARY TESTING FOR ANTIBODIES TO COVID-19 IN SUPPORT OF THE SHELTER IN PLACE ORDER



**** DISCLAIMER: COVID-19 A NEW VIRUS.**

THERE CONTINUE TO BE MANY VARIABLES AND UNKNOWNNS. **

The purpose of this form is to obtain your voluntary consent to participate in San Miguel County's collaboration with United Biomedical, Inc. (UBI) to obtain a simple blood sample and analyze it using the UBI® SARS-CoV-2 ELISA (ELISA Blood Test). This blood sample and analysis process is used to determine if you have antibodies directed against SARS-CoV-2, the virus that causes COVID-19. The goal of the San Miguel County **Shelter in Place Order** and community-wide participation in the ELISA Blood Test is to obtain a more accurate assessment of COVID-19 prevalence and to contain community spread.

Specifically, there are **two goals** of testing for COVID-19 antibodies:

- The **first** is to provide County Public Health and your medical doctor with **your specific results** in order to discuss additional medical treatment as necessary.
- The **second** is to obtain a more accurate assessment of COVID-19 in our community. With this information, public health and medical professionals will have better information to inform decisions necessary to contain community spread.

- **Why test for antibodies?** Antibodies are part of your immune system's response to infection. They are proteins your body makes and leaves in our blood once infected with a bacterium or virus. COVID-19 antibodies appear in your blood around 7-10 days after an infection.
- **An initial result of zero antibodies does not mean you do not have COVID-19.**

Important aspects of participating in this collaboration:

- **Your participation is entirely voluntary.** You may choose not to participate without there being any negative effect on you. Your sample will be given an anonymous sample identification number.
- The antibody test is done by drawing approximately 4-8 milliliters of blood from a vein in your arm. When the blood sample is drawn, you may have some discomfort at the site of the needle-stick and a small bruise may develop.
- The **test is free.** Lab results are projected to be available to Public Health Officials within two business days.
- As a participant, you agree to be **voluntarily tested again** (likely in 14 days) in order to allow public health officials to gauge if the County's rate of infection is increasing or decreasing. You will be notified with instructions for subsequent tests.
- You will be contacted by County Public Health to discuss all **positive results**. **Negative results** will be communicated with you using a variety of channels to include but not limited to: phone, mail, electronic/web-based delivery or other reasonable means. Negative results may be posted online using the anonymous sample identification number to expedite the notification process. **NOTE:** Negative results will be reported at the conclusion of **all** testing.

The ELISA Blood Test is different from lab tests currently being used in the United States that detect the active COVID-19 virus by obtaining an oral or nasal swab. If you are active with COVID-19 symptoms, your healthcare provider may want to utilize an oral or nasal swab test as well.

For more information about the ELISA Blood Test, the County's partnership with the United Biomedical, Inc. or the Shelter In Place Order, visit sanmiguelcountyco.gov/coronavirus



AGENDA ITEM - 4.b.

TITLE:

Acceptance of the fully executed agreement with Colorado Department of Local Affairs, EIAF 9168 - San Miguel County Telluride Regional Master Plan Update.

Presented by:

Time needed:

PREPARED BY:

Kaye Simonson, Planning Director

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:

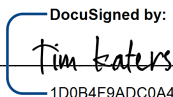
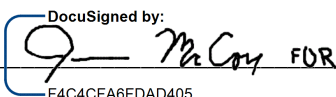
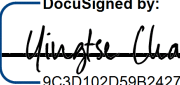
Description	Upload Date
Executed Document	3/25/2020
Exhibit to document	3/25/2020
Exhibit G to document	3/25/2020

EIAF
CTGG1 NLAA 2020*2852

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	Encumbrance Number F20S9168	CMS Number 160041
Grantee San Miguel County	Grant Award Amount \$65,000.00	Retainage Amount \$3,250.00
Project Number and Name EIAF 9168 - San Miguel County Telluride Region Master Plan Update	Performance Start Date The later of the Effective Date or March 24, 2020	Grant Expiration Date June 30, 2022
Project Description The Project consists of updating the San Miguel County - Telluride Region Master Plan.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager Patrick Rondinelli, (970) 247-7311, (patrick.rondinelli@state.co.us)	Funding Account Codes	
DOLA Regional Assistant Randi Snead, (719) 924-2087, (randi.snead@state.co.us)	VCUST# 14290	Address Code CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  1D0B4F9ADC0A49C...</p> <p>By: Tim Katers, EIAF Program Manager</p> <p>Date: 3/25/2020 8:43 AM MDT</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by:  F4C4CFA6FDAD405...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: 3/25/2020 8:50 AM MDT</p>
<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).</p>	
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  9C3D102D59B2427...</p> <p>By: Yingtse Cha, Controller Delegate Department of Local Affairs</p> <p>Effective Date: 3/25/2020 11:02 AM MDT</p>	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions 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 Performance Start 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 or an executed Option 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. 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. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been

EIAF 9168 - San Miguel County Telluride Region Master Plan Update

accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

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

D. “**Exhibits**” means the following exhibits attached to this Grant Award Letter:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. “**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, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**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.

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

J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

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

L. “**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.

M. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.

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- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in **§6.2** of **Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ.** “**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 Performance Start 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.

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. 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.

7. 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 Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. 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.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

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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 Project Budget in **Exhibit B**.

- i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. 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. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. 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 publically 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 (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. 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.

11. 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.

12. 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.

13. 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, 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.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, 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.

15. 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 §15.

16. 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.

17. 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 GIA; the Federal Tort Claims Act, 28 U.S.C.

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Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. 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 either an option letter or 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 Performance Start 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. Order of Precedence

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

- i.** Any executed Option Letter
- ii.** The provisions of this Grant Award Letter.
- iii.** The provisions of any exhibits to this Grant Award Letter.

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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. *Reserved.*

L. Digital Signatures

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

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EXHIBIT B – SCOPE OF PROJECT (SOP)**1. PURPOSE**

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of updating the San Miguel County - Telluride Region Master Plan.

2.2. Work Description. San Miguel County (Grantee) will hire a qualified consultant to assist with updating the current San Miguel County - Telluride Region Master Plan. The updated Plan will include the following required components: 1) a three mile plan per C.R.S 31-12-105 (1)(e)(I); 2) identify risks and vulnerabilities of natural and human causes hazards and goals, strategies, and/or actions to address these hazards; 3) identify recommendation for land use code updates to conform to the updated comprehensive plan; 4) assess and address housing needs and affordability throughout the County; and 5) demonstrate engagement of neighboring jurisdictions and major service providers including special districts impacted by growth and development. Additionally, the updated Master Plan will provide recommendations and goals related to sustainability and climate resiliency. A draft copy of the Master Plan will be provided to the DOLA Regional Manager within 30 days prior to the Grant Expiration Date. A final version of the new Master Plan will be submitted at Project close out. Grantee will own the Plan and related documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, and attorney's fees.

3. DEFINITIONS**3.1. Project Budget Lines.**

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.1.2. "Operations/Program Costs" means supplies, vehicle costs such as mileage or gas purchases, telephone and internet costs, meeting costs, copies, and printing.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is an updated San Miguel County - Telluride Region Master Plan that reflects the new demographics and goals of the County and its communities.

4.2. Service Area. The performance of the Work described within this Grant shall be located in San Miguel County, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

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<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 30 days after the Effective Date of this Grant Award Letter.
Award and finalize subcontract(s).	Within 90 days after the Effective Date of this Grant Award Letter.
Provide DOLA with Project Timeline	Within 120 days after the Effective Date of this Grant Award Letter.
Begin work/Contractor mobilization.	Within 90 days after the Effective Date of this Grant Award Letter.
Submit draft report for review to DOLA Regional Manager.	Within 30 days prior to the Expiration Date of this Grant Award Letter.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	September 28, 2022

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1st (Jan-Mar)	2020	April 30, 2020	Yes	Yes
2nd (Apr-Jun)	2020	July 30, 2020	Yes	Yes

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3rd (Jul-Sep)	2020	October 30, 2020	Yes	Yes
4th (Oct-Dec)	2020	January 30, 2021	Yes	Yes
1st (Jan-Mar)	2021	April 30, 2021	Yes	Yes
2nd (Apr-Jun)	2021	July 30, 2021	Yes	Yes
3rd (Jul-Sep)	2021	October 30, 2021	Yes	Yes
4th (Oct-Dec)	2021	January 30, 2022	Yes	Yes
1st (Jan-Mar)	2022	April 30, 2022	Yes	Yes
2nd (Apr-Jun)	2022	July 30, 2022	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Mike Bordogna, County Administrator, (mikeb@sanmiguelcountyco.gov)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Kaye Simonson, Planning Director, (kayes@sanmiguelcountyco.gov)**. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: **Patrick Rondinelli, (970) 247-7311, (patrick.rondinelli@state.co.us)**

5.5. DLG Regional Assistant: **Randi Snead, (719) 924-2087, (randi.snead@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 50%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Award Letter and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$130,000	\$64,000	\$66,000	Grantee
2	Operations/Program Costs	\$2,000	\$1,000	\$1,000	Grantee
	Total	\$132,000	\$65,000	\$67,000	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

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- 7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$61,750	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$3,250	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$65,000	

- 7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

- 8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **\$4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

- 8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

- 8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **\$8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

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9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs	Encumbrance Number Insert DLG encumbrance number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item. DOLA Regional Assistant Choose an item.	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

<p align="center">STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs</p> <p>By: _____</p> <p align="center">Rick M. Garcia, Executive Director</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

<p>CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.</p>
<p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p align="center">Yingtse Cha, Controller Delegate</p> <p>Effective Date: _____</p>

EIAF 9168 - San Miguel County Telluride Region Master Plan Update

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

- ☐ a. Option to extend (*use this option for Extension of Time*)
- ☐ b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- ☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Grant Award Letter.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2 nd (Apr-Jun)	2020	July 30, 2020	Yes	Yes
3 rd (Jul-Sep)	2020	October 30, 2020	Yes	Yes
4 th (Oct-Dec)	2020	January 30, 2021	Yes	Yes
1 st (Jan-Mar)	2021	April 30, 2021	Yes	Yes

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

<u>Budget Line(s)</u>		<u>Total Project Cost</u>	<u>Grant Funds</u>	<u>Other Funds</u>	<u>Other Funds Source</u>
<u>Line #</u>	<u>Cost Category</u>				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

<u>Payment</u>	<u>Amount</u>	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

EIAF 9168 - San Miguel County Telluride Region Master Plan Update

Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

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AGENDA ITEM - 5.a.

TITLE:

9:30 am Discussion on a recommendation by the San Miguel Behavioral Health Solutions Panel to distribute \$60,000 from the County's dedicated Mental Health fund to the Good Neighbor Fund, for purposes of funding behavioral health services for residents in San Miguel County./MOTION

Presented by: Carol Friedrich, County Social Services Director and Paul Reich, TCH Network, via phone

Time needed: 15 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

At a special meeting of the San Miguel Behavioral Health Solutions Panel on March 23, 2020, with a quorum attending via ZOOM, a motion was made and passed unanimously, to recommend that the San Miguel County Board of Commissioners ~~move~~ [authorize the Panel to distribute \\$60,000.00 from the County's dedicated Mental Health Fund](#) to the Good Neighbor Fund, for purposes of funding behavioral health services for residents in San Miguel County. These monies will be held in a restricted account in the Good Neighbor Fund.

Sample Motion: I move to authorize the San Miguel Behavioral Health Solution Panel to distribute \$60,000 from the County's dedicated Mental Health Fund to the Good Neighbor Fund for the purposes of funding behavioral health services for residents of the County.

INTRODUCTION/BACKGROUND:

Both Carol Friedrich and Paul Reich will be available via phone.

FISCAL IMPACT:

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

Description:

ATTACHMENTS:

Description

Upload Date

Assistance Fund

3/30/2020

San Miguel Behavioral Health Solutions

Behavioral Health Direct Access Assistance Pilot Program

The San Miguel Behavioral Health Solutions Panel (the “Panel”) recommends that the San Miguel Board of County Commissioners allocate up to \$60,000 to organizations providing behavioral health services in San Miguel County in order to reduce barriers to care for individuals, for immediate and necessary behavioral health patient support, when no other funding sources are available and to be distributed to eligible organizations upon application to the Panel through the Behavioral Health Direct Access Assistance Pilot Program.

Eligible Entities:

- Must be an existing agency providing behavioral health services in San Miguel County
 - The Center for Mental Health
 - Telluride Regional Medical Center
 - Uncompahgre Medical Center
 - Tri-County Health Network Teletherapy Program
- Funds must be used to support San Miguel residents
- Agencies are encouraged to seek local or regional service providers
- Services/treatment must be a part of the treatment plan set out by a Colorado-licensed behavioral health clinician
- Funding may include
 - For services/treatments outside of the scope of practice of the provider
 - To support individuals with a demonstrated financial need who have pursued without success alternative payment methods (e.g., insurance, personal resources)
 - Non emergent direct transportation to behavioral health care utilizing publicly available transportation options existing for non-emergent medical appointments (e.g., All Points Transit, LYFT)
 - Non-travel expenses associated with accessing care outside of the Health Services Region 10 (e.g., if services are only available in Grand Junction, may cover overnight stay if required)
 - For medications when not covered by other programs
- Funding may not be used for:
 - Narcotics or benzodiazepines
 - Payment for activities or treatments not specified in a treatment plan
 - Long-term behavioral health treatments
 - Residential inpatient treatment
- No payments may be made to individuals, only to licensed professional providers

Application Process & Reporting

- Agencies will complete an application that will be reviewed by the Panel or its designee

- Agencies awarded funds under this program will
 - Ensure that clients meet the eligibility guidelines for each client
 - Will comply with reporting requirements to provide information regarding the use of funds under this program no less often than quarterly
 - Will execute a Memorandum Of Understanding specifying the terms and conditions



AGENDA ITEM - 5.b.

TITLE:

Discussion on a request by the Behavioral Health Solutions Panel to allocate \$60,000 to organizations providing behavioral health services in San Miguel County in order to reduce barriers to care, for immediate and necessary behavioral health patient support, when no other funding sources are available and to be distributed to eligible organizations upon application to the SMBH Solutions Panel through the Behavioral Health Direct Access Assistance Pilot Program./MOTION

Presented by: Paul Reich, Tri-County Health Network

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Good Neighbor Fund

Upload Date

3/30/2020

San Miguel Behavioral Health Solutions

Good Neighbor Fund COVID19 Response Funding

The San Miguel Behavioral Health Solutions Panel (the “Panel”) recommends that the San Miguel Board of County Commissioners approve the disbursement of \$60,000.00 from the Mental Health Service Fund to the Good Neighbor Fund, for the purpose of funding behavioral health services for residents in San Miguel County.

This fund is meant to reduce barriers to care and shall be used for immediate necessary behavioral health patient support, only when no other program or funds are available. This fund is not intended to fund long term therapy strategies, and individuals are encouraged to use these funds for short-term interventions.

Residents of San Miguel County can apply through the Good Neighbor Fund for behavioral health services provided by a Colorado-licensed behavioral health professional. The following is suggested criteria to be applied in funding decisions:

General Criteria

- Resident of San Miguel County without regard to immigration status
- Employment in San Miguel County (current or previous)
- Demonstrated current financial need
- Evidence of regular monthly financial commitments
- Maximum amount per client: \$1,500.00/year
- Applicants can reapply annually

Behavioral Health Specific Criteria

- Services and treatment must be part of a treatment plan set out by a Colorado licensed behavioral health clinician
- Funding is for individuals with a demonstrated financial need who have pursued without success alternative payment methods (e.g., insurance, personal resources)
- Funding may include:
 - Non emergent direct transportation to behavioral health care utilizing publicly available transportation options existing for non-emergent medical appointments (e.g., All Points Transit, LYFT)
 - Non-travel expenses associated with accessing care outside of the Health Services Region 10 (e.g., if services are only available in Grand Junction, may cover overnight stay if required)
 - Other treatments and services specified in treatment plan
- Funding not allowed:
 - Narcotics or benzodiazepines
 - Payment for activities or treatments not specified in a treatment plan

- Long-term behavioral health treatment
 - Residential inpatient treatment
- No payments may be made to individuals, only to licensed professional providers



AGENDA ITEM - 5.c.

TITLE:

9:45 am Discussion of an additional law enforcement seat on the Behavior Health Solutions Group.

Presented by: Carol Friedrich, County Social Services Director, via phone

Time needed: 15 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Carol Friedrich confirmed she will call in.

FISCAL IMPACT:

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



AGENDA ITEM - 5.d.

TITLE:

10:00 am Update on the proposed Stakeholder meetings schedule for the Gondola Subcommittee.

Presented by: Lance Waring, County Commissioner

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Subcommittee Members & Key Partners,

First, thank you all for everyone's collaboration on this important project for our region.

As we discussed at our 3/3 meeting, we have updated the master schedule to reflect the subcommittee's feedback on proposed Stakeholder meeting dates. Important next steps will be for each of the regional governments to discuss the proposed Stakeholder meeting schedule during this month's regular Council and/or Commission meeting in order to obtain feedback and hopefully alignment on the proposed schedule. Similarly, the non-government organizations (TMVOA & TSG) will share with their respective Board and/or Management team. In addition to your communications and information sharing with your respective members, we have put together a concise 4-page document to support your efforts.

Stakeholder Info & Schedule (first attachment)

pg 1. Overview of Phase 2 – Independent Analysis

pg 2. Subcommittee Talking Points

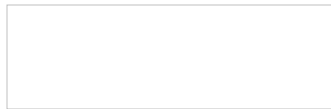
pg 3. Detailed Master Schedule

pg 4. Stakeholder Schedule

After your discussions, please provide Garrett, Heidi and I with an email update so that we may consolidate feedback for our next subcommittee meeting (4/24). If based on everyone's feedback that changes need to be made or other matters require discussion, we can schedule an earlier meeting as needed. As always, don't hesitate to contact Garrett or if we can provide further support or if you would like us to attend one of your meetings.

Additionally, the vote for the Facilitator for the Stakeholder meetings was unanimous (see results below). Please note that all 9 Subcommittee members voted for Miles Graham, but that the matrix below also includes votes from Key Partners that attended and participated in the interviews conducted on 3/3.

Garrett reached out to Miles yesterday and he is very excited to work with us. A couple of his references are attached.



Anton Benitez
President & CEO

Telluride Mountain Village Owners Association
113 Lost Creek Lane, Ste A, Mountain Village, CO 81435
970-728-1904 Ext 1
anton@tmvoa.org

--
Lance Waring
San Miguel County Commissioner District Two
970 708-0629 (cell)

3 Attachments

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Gondola Subcommittee Phase II

Upload Date

3/13/2020

PHASE 2

Independent Analysis | Options | Summary

WHY

- Current gondola constraints impacting this key transportation system
 - ✓ Mainline capacity at maximum number of cabins (57)
 - ✓ Increasing wait times during peak periods
- System more than 22-yrs old – many capital components no longer manufactured, so must be special ordered / made; future reliability & downtime
- Vehicle traffic & parking constraints considerations
- Currently NO agreed upon operating and funding plan after 12/31/27
- Rider experience / expectations

WHAT

- Studies & data (BBC report, Doppelmayr study, OE Phase 1, stakeholder input, etc.)
- Publish summary of analysis & options (i.e. do nothing, upgrade, replace, other)
- Funding for capital, operations & maintenance post 2027

WHEN

- Once stakeholders determine WHAT is needed (determine timing of actions)
 - ✓ Use capacity, wait-times, constraints, surrounding development, & other data to determine decisions on timing

WHO

- ToT, TMV, TMVOA, TSG, SMC, SMART (stakeholders, incl. gondola subcommittee)
 - ✓ Stakeholders decisions on WHAT & WHEN

HOW

- Through thoughtful, collaborative, & inclusive discussions
 - ✓ Including development of detailed plan for transportation during any gondola downtown
 - ✓ Agreements post 2027

Gondola Subcommittee: Talking Points

3/9/2020

■ WHY

- Current gondola constraints impacting this key transportation system
 - Mainline capacity at max number of cabins (57)
 - Increasing wait times during peak periods
 - System more than 22-yrs old – many capital components no longer manufactured... so must be special ordered / made
 - Future reliability & downtime
 - Vehicle traffic & parking constraints considerations
 - Currently NO agreed upon operating & funding plan after 12/31/27
 - Rider experience / expectations
-
- Gondola Subcommittee has been working for ~6 years to develop information & proposed framework for decision-making regarding future of gondola after expiration of existing funding arrangement on 12/31/27
 - Representatives of all 3 regional governments, TSG, & TMVOA have engaged consultants to perform economic studies, user surveys, engineering analyses, & other information gathering to develop options to guide stakeholder process
 - It is now time to begin scheduling joint meetings of stakeholders, much as was done to form SMART, to move process forward
 - Like SMART meetings, this will include Telluride Council, Mountain Village Council, County Commissioners, TMVOA, TSG, and SMART
 - As such, the gondola subcommittee has just completed interview process for a third-party independent facilitator
 - The subcommittee envisions approximately 8 stakeholder meetings; targeting a completion at end of 2021 (per attached schedule)

- First stakeholder meeting tentatively scheduled for **August 14**, time and place yet to be determined
- Meetings anticipated to be 3-4 hours (based on SMART experience)
- Agendas will be provided in advance of meetings
- First 2 meetings focused on information sharing, framework & possibly options (time permitting)

Est'd Costs

- ORIGINAL 2020 est'd Gondola Consulting/Planning costs below
 - Portion of Outdoor Engineering's Phase 2 Contract \$50,000
 - Facilitator allowance \$30,000
 - Ford Frick Involvement \$5,000
 - Total Est'd 2020 Spend = \$85,000
- REVISED 2020 est'd
 - Est'd facilitator increase of \$2,670
 - Revised Total Est'd 2020 Spend = \$87,670**
 - **1/5 Portion = \$17,534 per entity (TMV, TOT, TMVOA, SMC, & TSG)**
- SUMMARY (Est'd*)
 - 2020: \$88K
 - 2021: \$55K – \$75K (facilitator)
 - Per entity cost share = \$11K – \$15K
 - * **Not included** are any costs associated with:
 - Additional public outreach and/or communication needs
 - Documentation and/or legal for agreements, resolutions, etc

S (1) Stakeholder Meeting (#)

All members of following governments & organizations

TMVOA Board, CEO, Dir Finance & Ops

TMV Town Council

ToT Town Council

SMC Commissioners

TSG – CEO, VP Mtn Ops

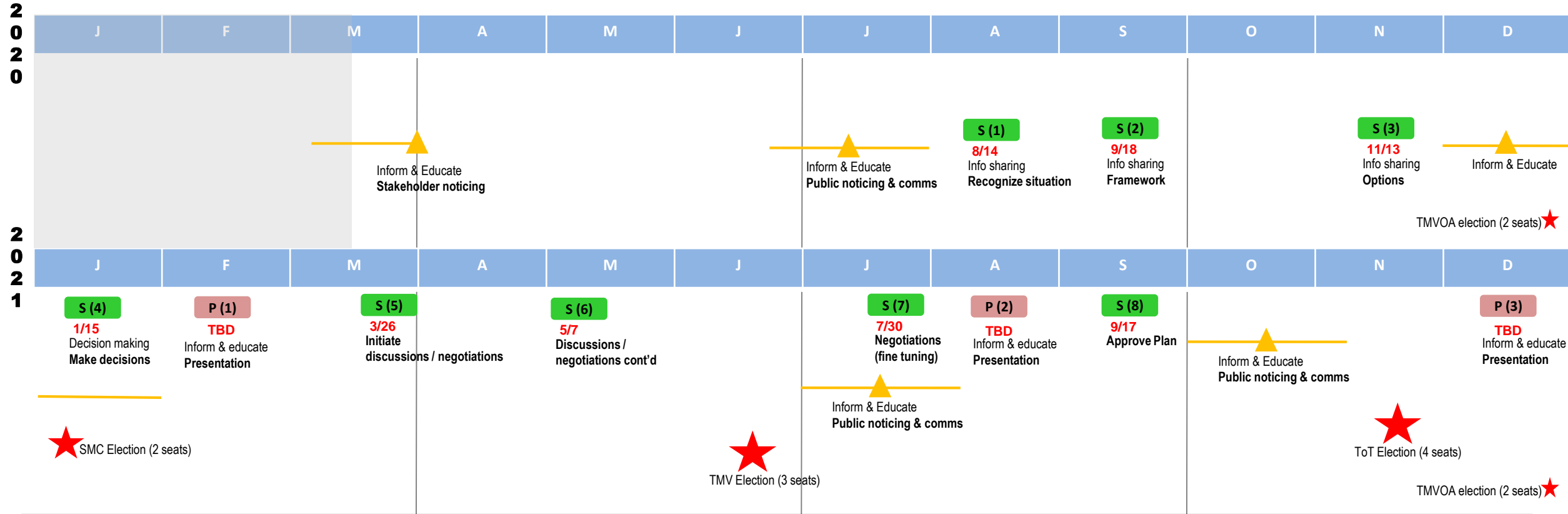
P (1)**Public Presentations (#)**

▶ AB Mar 9 2020

File: Working Timeline_ Phase 2 Mtg Schedule

STAKEHOLDER SCHEDULE ONLY

Dates in red are proposed

**Notes:**

1. Meeting agendas / subjects are flexible; may be changed based on stakeholder needs.
2. Agendas to be published and available prior to meeting date.
3. Additional public sessions can be added, if needed.



AGENDA ITEM - 5.e.

TITLE:

10:10 am Update with the Road and Bridge department concerning the current protocol for road violation.

Presented by: Ryan Righetti, County Road and Bridge Superintendent

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 5.f.

TITLE:

10:20 am Discussion and request for staff direction on the numerous rescues on the Dolores/Norwood Road this past winter.

Presented by: Ryan Righetti, County Road and Bridge Superintendent

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Direction requested. Please see detailed email below.

Ryan Righetti

Mar 10, 2020, 5:24 PM (18 hours)

tome,Phyllis, Mike, Amy

Good Afternoon Carmen,

I was wondering if I could schedule 5 min of time during the next BOCC to discuss a recent conversation with Dolores County. I received a call from one of their commissioners. This winter, Dolores County Sheriff has performed numerous rescues on the Dolores Norwood Rd. Motorists are travelling the portion which is closed during the winter. They have blocked the southern access with concrete barriers. They asked if we could close the SMC portion from the north. I informed them that SMC's portion is a snowmobile route and that we have a large snow berm that still allows access to snowmobiles but restricts vehicles from using the roadway. Recently, a resident from Dolores County opened the northern portion of CR 44ZS and removed snow with their personal plow. Over the weekend of March 7th, a vehicle attempted to travel south and became stranded and was required to be rescued. The removal of snow from CR 44ZS was not authorized by our Department. We documented the vehicle license plate and sign and photographed the road as we found it. I relayed the information to Dolores County. Dolores County would like a more permanent solution. I would like to discuss with the BOCC how they would like to respond or move forward with developing a plan on how we can or mitigate this from happening in the future.

Thank you,

Ryan Righetti

Director, Road and Bridge

FISCAL IMPACT:

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



AGENDA ITEM - 5.g.

TITLE:

10:30 am Update on the Telluride Foundation concerning rural housing./MOTION

Presented by: Mike Bordogna, County Manager

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 6.a.

TITLE:

Update on current comment deadlines.

Presented by: Lynn Padgett, Government Affairs/Natural Resource Director

Time needed: 5 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Attachment to follow.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

GANR Comment Tracking

Upload Date

3/12/2020

PENDING COMMENTS & LETTERS AS OF 3/12/2020:

TITLE	SUBJECT	LEAD	TECHNICAL LEVEL OF REVIEW	NOTES	BOCC DEADLINE FOR COMMENT	SUBMITTAL DEADLINE TO AGENCY
CO SLBC: State Land Board Wilson Mesa Response Letter (2/10/2020)	Regarding SLB's position to sell the Wilson Mesa Parcel and SMC response to SLBC's letter dated 2/10/2020.	GANR/Administrator/ Attorney		Moved to 3/17 BOCC agenda.		
CO SLBC: State Land Board 40J Research Request	Regarding SLB's position to sell the Wilson Mesa Parcel.	GANR/Attorney/ Administrator		Staff research in progress		
BLM TRFO: ACEC RMP JOINT PROTEST	LITIGATION/ACTION FOLLOWING ACEC PROTEST DENIALS	GANR/Attorney		Issues are GUSG ACECs never considered; Gypsum Valley reduced in size without making info public; rare plant occurrences and soils not protected.		DEADLINE FOR IBLA PASSED; Matt Sandler will be in touch with options for litigation following 3/12 hearings for joint 2017 & 2018 TRFO oil & gas lease opposition.
BLM UFO: RMP PROTEST APPEAL	DETERMINE OUR DESIRED ACTION FOLLOWING THE 2/7/2020 PROTEST DENIAL (received 2/21/2020)	ATTORNEY		Amy filed IBLA. Joint litigation is of interest with Gunnison County, possibly others.		
COGCC: Mission Change (COLORADO OIL AND GAS CONSERVATION COMMISSION RULEMAKING FOR SB-181)	This rulemaking will change the rules and regulations governing the mandate of the Commission from fostering oil and gas development to regulating oil and gas development "in a reasonable manner to protect and minimize adverse impacts to public health, safety, and welfare, the environment and wildlife resources." §34-60- 106(2.5)(a), C.R.S.	ATTORNEY				

RECENTLY COMPLETED:

TITLE	SUBJECT	LEAD	TECHNICAL LEVEL OF REVIEW	NOTES	BOCC DEADLINE FOR COMMENT	SUBMITTAL DEADLINE TO AGENCY
<u>BLM UFO:</u> Review and Comment on the BLM Uncompahgre Field Office Preliminary Programmatic Environmental Assessment (EA)	Disclose and analyze the environmental effects of a proposal to implement wildlife habitat and rangeland improvement, restoration, and mitigation treatments within the Project Area.	GANR	Brief	BOCC asked for brief letter on 2/4. Provided to Mike & to key departments on 2/5.		2/19/2020 By ELECTRONIC SUBMISSION
<u>BLM TRFO:</u> Optional Scoping Comments on Spring Creek Basin Wild Horse Herd Area Management Plan Environmental Assessment	Incorporated discussions with TJ (local expert) and a call to Mike Jensen of BLM.	GANR	Use TJ's blog as a guide – Concise (per BOCC)	Provided to Mike & to key departments on 2/7.		2/19/2020 BY ELECTRONIC SUBMISSION
<u>DOI BOR:</u> Colorado River Salinity Environmental Impact Statement (EIS)	Alternative A (no action with reclamation of existing injection well) appears to be the best alternative and should be the preferred alternative.	GANR	Concise & compelling	GANR attended public meeting in Montrose 1/15. Com. Cooper attended public meeting in Paradox 1/14. Letter transmitted to Mike 2/15 am.		2/19/2020 BY ELECTRONIC SUBMISSION
<u>DOE:</u> DOE Burro Tunnel Mines Complex follow-up letter.	Follow-up requests about county roads, radioactive pollution, and issue of addressing impacts to adjacent landowners.	GANR	Brief	Per BOCC discussion on 1/29.		Transmitted 2/19
<u>COGCC:</u> Wellbore Integrity	This rulemaking will change the rules and regulations to implement the legislature's directive to update and amend the Commission's wellbore integrity rules.	ATTORNEY (GANR FOR THIS ITEM)	Concise & compelling	Provided to Mike 2/15 am (TASKED ON 2/12); incorporated a high-level review and comments from Maki.	ASAP 2/18	2/18/2020; BEFORE 5PM BY ELECTRONIC SUBMISSION
<u>EPA:</u>	NEGATIVE CHANGES TO NEPA	BOCC		GANR was copied by Clerk on letter transmitted by BOCC on 2/24.		BOCC submitted in February. Deadline is 3/10/2020 By

Comments on EPA NEPA CEQ Rulemaking						ELECTRONIC SUBMISSION
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AGENDA ITEM - 7.a.

TITLE:

Update with the Public Health Director on COVID 19.

Presented by: Grace Franklin, Public Health Director

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 7.b.

TITLE:

Discussion of any amendments to the current Public Health order.

Presented by: Grace Franklin, Public Health Director

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 7.c.

TITLE:

Update on the Deputy Medical Officer and temporary employees assisting with the COVID - 19.

Presented by: Grace Franklin, Public Health Director and Mike Bordogna, County Manager

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 8.a.

TITLE:

Update on the County Construction projects.

Presented by: Mike Bordogna, County Manager

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 8.b.

TITLE:

Update on essential offices and department employees.

Presented by: Mike Bordogna, County Manager

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 8.c.

TITLE:

Discussion of recognizing Key Employees from the Sheriff's office.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 8.d.

TITLE:

Discussion of Vendor Cart agreements for the summer.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

3.11.2020 per Mike, we will update the agreements and send them to the vendors prior to the board approving if chair signature is needed.

FISCAL IMPACT:

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



AGENDA ITEM - 9.a.

TITLE:

Update on an appeal of the Bureau of Land Management Uncompaghre Field Office Resource Management Plan decision to the Interior Board of Land Appeals.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 9.b.

TITLE:

Executive Session: Discussion regarding Suncor ethics in our ongoing litigation with Suncor and Exxon, 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