MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625 (970) 824-5517 (970) 824-9191 fax

Tony Bohrer District 1 Melody Villard District 2 Donald Broom District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, April 13, 2021

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Approve minutes:

- a) March 30 (pgs 3-6)
- b) Special Meetings: March 30 (pgs 7 & 8); April 1 (pgs 9 & 10); April 5 (pg 11)
- c) 2021-29: Transfer of Intergovernment Funds for the month of April (pg 12)
- d) 2021-37: Resolution for Transfer of Payroll Warrants (pg 13)
- e) 2021-38: Resolution for Payment of Warrants (pg 14)
- f) 2021-39: Correction to Resolution 2021-07 (pg 15)
- g) 2021-36: Prepayment of Certificates of Participation (pgs 16-18)
- h) Memo of Understanding between Human Resources Department and Moffat County Library (pg 19)
- i) Memo of Understanding between Department of Human Services and Moffat County Library (pgs 20 & 21)
- j) Intergovernmental Agreement for Department of Human Services Supervision (pgs 22-26)
- k) Child Fatality Prevention System agreement (pgs 27-32)
- l) Equipment Rental agreement w/Wagner (pgs 33 & 34)
- m)Colorado Department of Public Health & Environment Discharge Monitoring report Limestone Pit (pg 35)
- n) Public Safety Center Security Electronics upgrade contract w/KUBL Group (pgs 36-80)
- o) Mowing/Fuel Management agreement w/BLM (pgs 81-116)
- p) Certification regarding Lobbying with Federal Appropriated Funds (pg 117)
- q) Department of Human Services Financial Assessment contract (pgs 118-123)
- r) Resolution 2021-40: Authorizing a Bank Checking Account for the Administration of the All Crimes Enforcement Team (ACET) Fund (pg 124)
- s) Department of Human Services Electronic Transactions for January & February 2021 (pgs 125 & 126)



Public Comment, General Discussion:

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

BOCC:

General Discussion & Public Comment

Staff Reports:

9:00 am Public Hearing

- 1) Planning & Zoning Jerry Hoberg
 - C-21-01: Charchalis 2nd Residence CUP (pgs 125-127)
- Craig/Moffat County Airport Jerry Hoberg
 - Airport Coronavirus Relief Grant Program agreement (pgs 128-149)
- 3) Human Resources Department Lynnette Running
 - Personnel Requisition Public Health Department (pgs 150 & 151)
 - Employee Retirement Board appointment
- 4) County Attorney Rebecca Tyree
 - Resolution 2021-35: Eliminating Distance Requirement with regard to application for Liquor License for the Maybell General Store (pgs 152 & 153)
 - Discussion of Service Plans and Processing Fee for Service Plans for Special Districts pursuant to CRS 32-1-202
- 5) Office of Development Services Roy Tipton
 - Bid recommendation: Fairgrounds Fencing (pgs 154-158)

Adjournment

The next scheduled BOCC meeting will be Tuesday, April 27, 2021 - 8:30 am

** Agenda is Subject to Change until 24 hours before scheduled Hearings**
The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings

Moffat County's YouTube link to view meeting:

https://youtu.be/bGYnBIRPOQs

OR

https://www.voutube.com/channel/LIC0d8avRo294iia2irOdSXzO



Moffat County Board of County Commissioners 221 W Victory Way Suite 130 Craig, CO 81625

March 30, 2021

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Jeff Comstock; Rebecca Tyree; Roy Tipton; Dimitar Tzerovski; Ken Wergin; Vickie Huyser; Bruce Cummings; Mindy Curtis; Josh Carney; John Husband; Ben Beall; Jesse Schroeder; Jesse LaRose

Call to Order Pledge of Allegiance

Commissioner Broom called the meeting to order

Broom made a motion to approve the agenda as presented. Villard seconded the motion. Motion carried 3-0.

Consent Agenda -

Review & Sign the following documents: (see attached)

Approve minutes:

- a) March 16
- b) 2021-26: Resolution for Transfer of Payroll Warrants
- c) 2021-27: Resolution for Correction of Resolution 2021-04
- d) 2021-28: Voided Warrant Resolution
- e) 2021-31: Resolution for Payment of Warrants
- f) 2021-33: Amending Resolution 2010-18 Establishing Rates & Fees
- g) Yampa River Corridor Project Letter of Support
- h) Public Safety Center Operating Agreement Amendment w/CO State Patrol
- i) Yampa Valley Electric Beneficial Electrification League Program Letter of Support
- j) CURE MD Service Agreement
- k) Maybell Rodeo Lease Agreement
- l) Core Services Program / Mental Health Services Northwest Rocky Mtn CASA

Broom made a motion to approve the consent agenda items A-L. Bohrer seconded the motion. Motion carried 3-0.

Public Comments & General Discussion:

Vickie Huyser asked the Board of County Commissioners' stance on Rio Blanco County's recent resolution establishing Rio Blanco County as a sanctuary county (against) wolf reintroduction. The Board of County Commissioners replied that the "sanctuary" concept has no teeth and they are waiting their turn. Broom and Bohrer have both testified in wolf hearings and we have weekly and monthly conference calls that we participate in.

She also wondered if with the new round of COVID funds that will be coming from the State to the County, if we couldn't look at hiring a mental health person for the Public Health Department, to help people in the community struggling with all of the side effects of the pandemic.

Staff Reports:

Office of Development Services - Roy Tipton

- Bid recommendation(s):
 - Public Safety Center Security Electronics (see attached)

One bid was received from KUBL Group for updating the security system electronics at the Public Safety Center, most of which are original to the building (20 years old). The total bid came in at \$353,250. Besides the equipment and the installation, the bid also includes a larger server, which would allow for 30 extra days of storage.

Bohrer made a motion to approve the bid from KUBL Group for Security System Electronics upgrades at the Public Safety Center for \$353,250. Villard seconded the motion. Motion carried 3-0.

• Energy Performance Contract (see attached)

This is the solar panel project that would be placed at the Public Safety Center. There is no out of pocket money from the County, and it should help reduce energy costs at the Public Safety Center.

Villard moved to approve the Energy Performance contract with McKinstry Essension, LLC for \$439,577. Bohrer seconded the motion. Motion carried.

• Energy Performance Financing (see attached)

The County went out for bid for the financing of the solar panel project. Signature Public Funding was the low bidder at 2.245%, to cover the project costs of \$314,864, which is offset by the guaranteed energy savings. Over 25 years, the County is estimated to save \$476,000 in utilities.

Bohrer moved to approve the Energy Performance Financing bid from Signature Public Funding for 2.245% financing of the Energy Performance contract costs of \$314, 864. Villard seconded the motion. Motion carried 3-0.

 Resolution 2021-34: Authorizing a Master Lease Purchase Agreement and Any Lease Addendums, a Lease Schedule, and Escrow Agreement and Related Documents, as Needed, With Signature Public Funding Corp.; Ratifying Action Previously Taken; and Providing Other Matters Relating Thereto

This resolution authorizes the Master Lease and Purchase agreement for the equipment for the Energy Performance project.

Villard moved to approve Resolution 2021-34 as presented today. Bohrer seconded the motion. Motion carried 3-0.

• Resolution 2021- 32: Authorizing Chairman to sign Energy Performance Financing contract

This resolution authorizes the chairman to sign the Energy Performance Financing contract, which is scheduled for April 8, that way there would not be the need for another meeting.

Bohrer moved to approve Resolution 2021-32 as presented today. Villard seconded the motion. Motion carried 3-0.

Presentations:

Yampa River Legacy - John Husband

Leafy Spurge Project Update

Husband presented a PowerPoint slide show and handed out some information regarding their efforts to try and eliminate Leafy Spurge in the Yampa Valley.

9:00 am - Public Hearing

Finance Department - Mindy Curtis

Budget Supplemental (see attached)

Commissioner Broom read the Public Hearing protocol.

Curtis presented the first of three Budget Supplemental for the year. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

Budget supplemental requests by category:

Unexpected Revenue \$369,216.74 Transfers \$285,050.00 Increase Spending Authority \$1,175,000.00 Rollovers \$297,142.40 Contingency \$29,360.00 Total Adjustments \$1,864,919.74

Contingency Account History:

Balance as of January 1, 2021 \$625,000.00 March Supplemental \$29,360.00 Balance as of March 30,2021 \$595,640.00

Emergency Reserve Account History:

Balance as of January 1, 2021 \$1,069,836.00 Balance as of March 30, 2021 \$1069,836.00

Broom asked the required three times if there was anyone for or against the March Budget Supplemental; there was none.

In regular session, Villard made a motion to approve the March 2021 Budget Supplemental (Resolution 2021-30) as presented. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:14 am

Submitted by:
Erin Miller, Deputy Clerk and Recorder
Approved by:
Approved on:
Attest by:

Moffat County Board of County Commissioners 221 W Victory Way Suite 130 Craig, CO 81625

Special Meeting - March 30, 2021

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Mindy Curtis; Roy Tipton; Pam Foster; Josh Carney; Rebecca Tyree; Stacy Razzano; Roger Richmond; (by phone) Alan Matlosz

Call to Order

9:30 am

Commissioner Broom called the meeting to order

The purpose of this special meeting between the Board of County Commissioners and the Moffat County Finance Corp is to discuss which methods would be best for the purchase of bonds/financing for the new Courthouse project.

Commissioner Villard clarified the role of the Moffat County Finance Corp and the part that they played in overseeing the financing and bonds for the Public Safety Center. The question for the upcoming Courthouse building project is: do we pay off the bonds for the Public Safety Center and use it as collateral for the project or pay off the bonds and use the new building itself for the collateral? If the Public Safety Center were used, the County would have to negotiate with the State, because they own a portion of that building for the State Patrol Dispatch Center.

There was discussion about the current state of the Finance Corp. This board is supposed to have five members in place; there were three, but with the resignation of Bryan Ludgate, that just leaves Stacy Razzano and Pam Foster. According to the Finance Corp by-laws, they make their own appointments. Foster said that a couple of community members have come forward and expressed an interest in possibly applying for this board. There also has been concerns about the Finance Corp obtaining indemnification insurance for their members. Because this board has no financial means for this, there is some research going on to see if the County can cover this.

Roy Tipton spoke to the particulars of the bond/financing situation. If we use a bank (Bank of Oklahoma, with a bank trustee) for new financing, and not the Finance Corp, the state has to approve it; if we use the Finance Corp, all of the existing mechanisms and agreements stay in place and still function. This would give us a little better interest rate on the new bonds. We would also be able to get bond insurance as opposed to having to pay into a reserve account (\$1,000,000) for a new construction loan. The bottom line is that we could save a quarter of a percent interest (\$3,000,000) by using a new construction loan vs using the Public Safety Center as collateral.

Both Finance Corp members agreed whatever is best for the County is the direction we should go.

Mindy Curtis asked the BOCC to give her approval to begin the process to pay off the current PSC bonds.

Villard moved to give Curtis the approval to begin the process to pay off the current Public Safety Center bonds. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 10:12am
Submitted by:
Erin Miller, Deputy Clerk and Recorder
Approved by:
Annewed on
Approved on:
Attect by:

Moffat County Board of County Commissioners 221 W Victory Way Suite 130 Craig, CO 81625

Special Meeting - April 1, 2021

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Mindy Curtis; Roy Tipton; Pam Foster; Stacy Razzano;

Call to Order

1:00 pm

Commissioner Broom called the meeting to order

The purpose of this special meeting is to discuss financing for the new Courthouse building project.

Roy Tipton reported that Alan Matlosz had told him that the County would not be able to get bond insurance for either the new Courthouse building or the Public Safety Center. Even though the County decided to pay off the existing Public Safety Center bonds, and even if the Finance Corp were involved, the State will still have to sign off on that and that could take anywhere up to three months for their approval. Cost-wise, there is not much difference using either building.

Tipton recommended that the County use the new building as security for a loan through the Bank of Oklahoma and we can direct the attorney to start drawing up the rest of the paperwork.

There was some discussion about possibly in the future, when there is more time, to possibly refinance the project using the Public Safety Center as collateral, if it proves more advantageous to the County.

Villard moved to accept the recommendation to use the new Courthouse Building as lease property for the Certificates of Participation. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 1:05 pm

Submitted by:

Erin Miller, Deputy Clerk and Recorder

	Page 2
Approved by:	
Approved on:	
Attest by:	

Moffat County Board of County Commissioners 221 W Victory Way Suite 130 Craig, CO 81625

Special Meeting - April 5, 2021

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree

Call to Order

1:00 pm

Commissioner Broom called the meeting to order

County Attorney, Rebecca Tyree, presented a Facility Use Agreement for the Luttrell Barn for use by the Public Health Department for a COVID vaccination clinic on April 8th. After reviewing the agreement, Tyree had asked the Luttrell Barn Board to modify the indemnification language, which they did. The Public Health Department will have to pay a usage fee of \$175 and clean up after themselves.

Bohrer moved to approve the Facility Use Agreement for the Luttrell Barn for use by the Public Health Department for a COVID vaccination clinic on April 8th. Commissioner Villard recused herself because she is a member of the Luttrell Barn Board. Broom seconded the motion. Motion carried 2-0.

Meeting adjourned at 9:05 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by:	
Approved on:	
11	
Attest by:	

RESOLUTION 2021-29 TRANSFER OF INTERGOVERNMENT FUNDS FOR THE MONTH OF APRIL

WHEREAS, The budget of Moffat County defines moneys that are to be cleared from the various funds.

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to clear the following sum of money between the funds as indicated:

From: (Fund)(cr)	Amount	To: (Fund) (db)	Amount
Sunset Meadows 1	\$ 7.96	SM1 Security Deposit	\$ 7.96
Sunset Meadows 2	\$ 7.35	SM2 Security Deposit	\$ 7.35
General	\$ 48.99	Public Health	\$ 48.99
Conservation Trust	\$ 70,460.30	Capital Funds	\$ 70,460.30
General	\$ 778.50	Airport	\$ 778.50
Sunset Meadows 1	\$ 150.00	SM 1 Security Deposit	\$ 150.00
General	\$ 977.00	Sunset Meadows 2	\$ 977.00
General	\$ 864.00	Sunset Meadows 1	\$ 864.00

TOTALS	\$ 73,294.10	TOTALS	\$ 73,294.10

Adopted this 13th day of April, A.D. 2021

Chairman

)5

COUNTY OF MOFFAT)

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 13th day of April, A.D. 2021

RESOLUTION 2021-37 PAYMENT OF PAYROLL WARRANTS PAYROLL ENDING 4/03/2021

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

	4/12/2021		
FROM FUND:			
General PROM FOND.	0010.7000	\$167,380.38	cr
Road & Bridge	0020.7000	\$104,624.91	cr
andfill	0070.7000	\$9,497.97	cr
Airport	0120.7000	\$1,473.39	cr
ibrary	0130.7001	\$7,727.93	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$4,630.76	cr
Mo Co Tourism	0320.7000	\$2,288.52	cr
PSC Jail	0072.7000	\$53,644.97	cr
Human Services	0030.7100	\$45,633.01	cr
Public Health	0065.7000	\$12,294.59	cr
SM I	0168.7000	\$2,424.10	cr
SM II	0169.7000	\$2,798.85	cr
TO FUND:	24024000	\$414,419.38	dr
Warrant	0100.1000	\$414,419.30	di
Adopted this	day of	A.D. 2	2021
	Chairman		
STATE OF COLORADO))ss.		
COUNTY OF MOFFAT)		

RESOLUTION 2021-38 TRANSFER OF PAYMENT OF WARRANTS FOR THE MONTH OF APRIL 2021

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

he is hereby authorized to transfer money among the various funds as follows.				
FROM FUND:	Check Date:	4/13/2021		
General	110	\$53,003.00 CR	0010.7000	
Road & Bridge	200	\$76,841.06 CR	0020.7000	
Landfill	240	\$10,831.17 CR	0070.7000	
Airport	260	\$516.08_CR	0120.7000	
Emergency 911	270	\$4,790.04 CR	0350.7000	
Capital Projects	510	\$115,200.00 CR	0160.7000	
Conservation Trust	211	CR	0060.7000	
Library	212	\$4,465.96 CR	0130.7001	
Maybell Sanitation	610	\$1,284.94 CR	0280.7000	
Health & Welfare	720	\$58,880.37 CR	0080.7000	
Senior Citizens	215	\$1,697.58 CR	0170.7000	
Internal Service Fund	710	\$595.06 CR	0325.7000	
Lease Purchase Fund	410	CR	0175.7000	
NCT Telecom	520	CR	0166.7000	
Mo Co Tourism Assoc	219	\$50.81_CR	0320.7000	
PSC - JAIL	210	\$8,586.25 CR	0072.7000	
Human Sevices	220	\$6,347.14 CR	0030.7100	
Public Health	250	\$3,597.97_CR	0065.7000	
Sunset Meadows I	910	\$4,381.21_CR	0168.7000	
Sunset Meadows I Security	910	CR	0167.7000	
Sunset Meadows II	920	\$644.33_CR	0169.7000	
Sunset Meadows II Security	920	CR	0171.7000	
Museum	229	CR	0310.7000	
ACET	275	\$139.48 CR	0040.7000	
Shadow Mountain LID	530	\$13.00 CR	0110.7000	
MC Local Marketing District	231	\$1,759.18 CR	0050.7000	
To Fund Warrant		\$353,624.63 DR		
Adopted this day of		2021		

RESOLUTION 2021-39 TRANSFER OF PAYMENT OF WARRANTS FOR THE MONTH OF APRIL 2021 CORRECTION to Resolution 2021-07

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

	Resolution Date:	4/13/2021		
FROM FUND:				
General	110	(\$59,792.78)	CR	0010.7000
Road & Bridge	200	\$0.00	CR	0020.7000
Landfill	240	\$0.00	CR	0070.7000
Airport	260	\$0.00	CR	0120.7000
Emergency 911	270	\$0.00	CR	0350.7000
Capital Projects	510	\$0.00	CR	0160.7000
Conservation Trust	211	\$0.00	CR	0060.7000
Library	212	\$0.00	CR	0130.7001
Maybell Sanitation	610	\$0.00	CR	0280.7000
Health & Welfare	720	\$0.00	CR	0080.7000
Senior Citizens	215	\$0.00	CR	0170.7000
Internal Service Fund	710	\$0.00	CR	0325.7000
Lease Purchase Fund	410	\$0.00	CR	0175.7000
NCT Telecom	520	\$0.00	CR	0166.7000
Mo Co Tourism Assoc	219	\$0.00	CR	0320.7000
PSC - JAIL	210_	\$0.00	CR	0072.7000
Human Sevices	220	\$0.00	CR	0030.7100
Public Health	250_	\$0.00	CR	0065.7000
Sunset Meadows I	910_	\$0.00	CR	0168.7000
Sunset Meadows I Security	910_	\$0.00	CR	0167.7000
Sunset Meadows II	920_	\$0.00	CR	0169.7000
Sunset Meadows II Security	920_	\$0.00	CR	0171.7000
Museum	229	\$0.00	CR	0310.7000
ACET	275	\$0.00	CR	0310.7000
Shadow Mountain LID	530_	\$0.00	CR	0110.7000
MC Local Marketing District	231_	\$0.00	CR	0050.7000
To Fund Warrant	i -	(\$59,792.78)	DR	

A RESOLUTION AUTHORIZING THE PREPAYMENT OF CERTAIN OUTSTANDING CERTIFICATES OF PARTICIPATION WITH AVAILABLE COUNTY FUNDS; RATIFYING ACTION PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS RELATING THERETO

WHEREAS, Moffat County, Colorado (the "County") is a duly and regularly created, organized and existing political subdivision and public body corporate and politic, existing as such under and by virtue of the Constitution and laws of the State of Colorado (the "State"); and

WHEREAS, the County has previously executed and delivered certain Refunding Certificates of Participation, Series 2014 (the "2014 Certificates") and Refunding Certificates of Participation, Series 2015 (the "2015 Certificates"), pursuant to a the Lease Purchase Agreement dated as of July 1, 1998, as amended by the First Amendment to Lease Purchase Agreement dated as of February 1, 2001, the Second Amendment to Lease Purchase Agreement dated as of April 1, 2006, the Third Amendment to Lease Purchase Agreement dated as of January 23, 2014, and a Fourth Amendment to Lease Purchase Agreement dated as of September 11, 2015, which amends (as so amended, the "Lease") between the County, as lessee, and Moffat County Finance Corporation, as lessor (the "Lessor"). Such 2014 Certificates and 2015 Certificates (collectively, the "Refunded Certificates"), were authorized under a Mortgage and Indenture of Trust dated as of July 1, 1998, as supplemented and amended by the First Supplement to Mortgage and Indenture of Trust dated as of February 1, 2001, a Second Supplement to Mortgage and Indenture of Trust dated as of April 1, 2006, and a Third Supplement to Mortgage and Indenture of Trust dated as of January 23, 2014, and a Fourth Supplement to Mortgage and Indenture of Trust dated as of September 11, 2015, (as so supplemented and amended, the "Indenture") between the Lessor and Wells Fargo Bank, National Association (formerly Norwest Bank Colorado, National Association and Wells Fargo Bank West, National Association), as trustee (the "Trustee").

WHEREAS, pursuant to Section 12.1 of the Lease, the County may pay the Purchase Option Price (as defined in the Indenture and Lease) for the purpose of terminating the lease and purchasing the Facility and Equipment (each as defined in the Indenture and Lease) which amount is necessary to discharge the Indenture; and

WHEREAS, pursuant to Section 4.01 of the Indenture, the Refunded Certificates may be called for prior redemption, at the option of the County, on June 1, 2020, and on any date thereafter, at a price equal to the principal amount so redeemed plus accrued interest to the redemption date; and

WHEREAS, the Board of County Commissioners of the County (the "Board") has determined and now hereby determines that it is in the best interests of the County and its inhabitants that the County call for redemption and use available funds to pay and cancel the Refunded Certificates on April 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO, THAT:

- **Section 1.** Ratification. All action not inconsistent with the provisions of this Resolution heretofore taken by the Board and the officers of the County directed toward effecting the prepayment of the Refunded Certificates with available County funds is hereby ratified, approved and confirmed.
- Section 2. <u>Direction to Take Authorizing Action</u>. The Chairman, the County Clerk (or Deputy), and the officers of the County be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.
- Section 3. <u>Approvals and Authorizations</u>. The Board hereby authorizes the Finance Director or any other officers and directors of the County to take whatever action is necessary to exercise the County's option to pay the Purchase Option Price, and hereby authorizes any officer and director of the County to take such action as necessary to effect such payment.
- **Section 4.** <u>Severability.</u> If any section, subsection, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, clause, or provision shall not affect any of the remaining provisions of this Resolution.
- **Section 5.** Repealer. All acts, orders, and resolutions and parts thereof, in conflict with this Resolution, be, and the same hereby are, rescinded and repealed.
- Section 6. <u>Electronic Signatures; Electronic Transactions</u>. In the event the Chairman, the County Clerk or Deputy County Clerk, the Finance Director, or other employee or official of the County that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Resolution (collectively, the

"Authorized Document," is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. <u>Effective Date</u>. This Resolution shall be effective immediately upon adoption.

PASSED, ADOPTED, AND APPROVED this April 13, 2021.

MOFFAT COUNTY, COLORADO

Chairman, Board of County Commissioners

(SEAL)

Attest:

County Clerk or Deputy County Clerk

MEMORANDUM OF UNDERSTANDING

Between

Moffat County Libraries Board of Trustees

And

Moffat County Human Resources

Moffat County Libraries strives to maintain a work environment that fosters good working relationships. It is within this spirit of cooperative relationships that Moffat County Libraries will provide its employees access to the expertise of the Moffat County Human Resources Department to facilitate the resolution of employees' issues of dispute, disagreement and/or conflict within the workplace.

Nothing in this Memorandum of Understanding shall be construed to alter the at-will employment status of employees or to provide for the establishment of a grievance procedure.

Moffat County Libraries Board of Tr		Moffat County Board of Co	mmissioners
1 2 4/ 1	0ate ≤202/	Donald Broom	Date
Carol Haskins, Vice President D	ate	Melody Villard	Date
Shirly Balleck, Member D	ate = <u>2</u> 0	Tony Bohrer	Date
	ate		
Jayne Morley, Member Da	ate //2/		

MEMORANDUM OF UNDERSTANDING

Between

Moffat County Libraries Board of Trustees And

Moffat County Department of Human Services

This Memorandum of Understanding is made by and between the Moffat County Libraries Board of Trustees, hereinafter called "Library", and the Moffat County Department of Human Services, hereinafter called "DHS".

Whereas the Library and DHS strive to reduce costs, minimize duplication, and increase access to services within the Dinosaur community, the Moffat County Libraries Board of Trustees reaches this Memorandum of Understanding with the Moffat County Department of Human Services.

Nothing in this Memorandum of Understanding shall be construed to alter the relationship or responsibility for services that the Moffat County Libraries or the Moffat County Department of Human Services has with the public.

It is understood that the Library in the Dinosaur community will be a host site to house equipment provided by DHS for use by community members seeking access to services offered through DHS, with the purpose of providing a secure environment and routine replenishment of supplies, i.e., keeping paper in the copy machine, toner cartridge replacements, etc.

It is further understood that DHS is responsible for costs associated with the initial costs and maintenance for the purchase of equipment, phone line, internet access, and office supplies. The Library will keep DHS informed of any technical issues and supplies as needed.

It is further understood that if a need for financial participation by DHS for Library staff is identified in the future, a contract may be developed as appropriate and agreed upon by the Library and DHS.

It is further understood that Library staff will provide guidance to the community for accessing the internet or basic use of electronic equipment functions. DHS will provide written instructions to be displayed on the equipment to assist patrons and mitigate any burden placed upon Library staff.

It is further understood that Library staff shall not provide information or guidance on eligibility or service programs through DHS.

It is further understood that Library staff will respect individual rights to privacy and confidential information. Library staff will not use or disclose any information learned through the course of providing services outlined in the MOU.

Finally it is understood that the Library is not liable for any damage to or theft of materials purchased by DHS for use by DHS clients.

This Memorandum of Understanding will be effective January 1, 2021 regardless the date of execution. This Memorandum of Understanding will expire on December 31, 2021, at which time it may be revised and/or renewed by mutual agreement between the Library and DHS. At any time, should either party be unable or unwilling to comply with the terms of this MOU and are either unable or unwilling to reach an agreeable revision to the MOU, either party may terminate the MOU with 30 days written notice to the other party.

This Memorandum of Understanding signed and	entered in thisday of, 2020.
Moffat County Library Board of Trustees	Moffat County Department of Human Services
Carol Preece, President	Nicole Shatz, Assistant Director
Carol Haskins, Vice President	Moffat County Board of County Commissioners
Kathey Ogle, Secretary/Treasurer	Donald Broom, Ex-Officio
Shirley Balleck, Member	
Mush A Kendre DiPietro, Member	
Jana Man Man Jana	

INTERGOVERNMENTAL AGREEMENT FOR DEPARTMENT OF HUMAN SERVICES SUPERVISION

This Agreement is entered into on this 15th day of April, 2021, by and between the Board of County Commissioners of Kit Carson County, Colorado ("Kit Carson") and the Board of County Commissioners of Moffat County, Colorado ("Moffat").

WHEREAS, section 29-1-203, Colorado Revised Statutes, authorizes Kit Carson and Moffat to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, Moffat is in need of temporary supervision of child welfare and adult protection services provided by its Department of Human Services;

WHEREAS, Kit Carson has employees ("Kit Carson Employees") who have the skills, knowledge and expertise to perform such supervising duties;

WHEREAS, Kit Carson has determined that the Kit Carson Employees have the ability to provide services to Moffat in exchange for the payment to be provided by Moffat under this Agreement and upon the further terms and conditions contained herein; and

WHEREAS, Kit Carson are willing to provide the requisite services under this Agreement.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, Kit Carson and Moffat agree as follows:

- 1. <u>Services Provided by Kit Carson Employees</u>. Kit Carson Employees will provide supervision and consultation services to Moffat's Department of Human Services in the areas of child welfare and adult protection, on an on-call basis, which may include the following tasks:
 - Assessment, including RED team reviews, of the safety of children subject to the jurisdiction of Moffat's Department of Human Services and providing direction on formal action based upon such assessment to secure the safety of the children;
 - b. Assessment of risk, needs, and strengths of children and families subject to the jurisdiction of Moffat's Department of Human Services.
 - Supervision by a certified child welfare and/or adult protection supervisor, as necessary;
 - d. Determine the disposition of cases based upon investigation and assessment;
 - e. Seek and obtain appropriate resources for children and their families;
 - f. Make placement decisions;

- g. Set response timeframes;
- h. Assess Youth in Conflict;
- i. Coordinate response with community collaterals;
- j. Mentoring support and case consultation;
- Assist and consult, as needed, regarding staff organization, process and procedures, and compliance with Volume 7 and best practices.

2. Payment by Moffat for Services Provided by Kit Carson Employees.

- a. Moffat will pay Kit Carson the flat rate of \$3,781.12 per month.
- b. Kit Carson shall send an invoice, with detailed information as to the services provided and time spent thereon, to Moffat at the end of each month during which services were provided. Moffat shall remit payment to Kit Carson within 15 days of receipt of the invoice.
- c. Moffat shall be responsible for payment under this Agreement incurred up to and including the date of termination.
- 3. Status of Kit Carson Employees. The Parties agree that the relationship of the Kit Carson Employees to Moffat under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services contracted for hereunder, Kit Carson Employees may be considered to be agents of Moffat; for all other purposes, however, Kit Carson Employees shall be considered to be employees of Kit Carson and not employees of Moffat. All other persons who are employed by or acting as agents of Moffat shall be considered to be employees or agents of Moffat and not of Kit Carson.

4. Liability and Indemnification.

- a. Kit Carson and Moffat are both a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended. Moffat shall provide insurance coverage to Kit Carson for the activities of Kit Carson Employees during the term of this Agreement. Kit Carson shall not be liable for any claims arising out of the performance of duties by Kit Carson Employees under this Agreement.
- b. By entering into this Agreement, neither Kit Carson nor Moffat waives or intends to waive, as to any person, the limitations on liability which are provided to Kit Carson or Moffat under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

c. Moffat agrees to defend of all claims arising from the performance of the duties by Kit Carson Employees under this Agreement and pay all fees and costs associated with such claims, including any attorney fees. Kit Carson agrees to cooperate with the legal counsel retained for claims under this paragraph.

5. Effective Date; Term of Agreement: Termination.

- a. This Agreement is effective for the ninety (90) day period of <u>April 1</u>, 2021 until <u>June</u> 30, 2021.
- b. Either Party may terminate this Agreement prior to termination date set forth above by providing no less than fourteen (14) days prior written notice to the other party. Any such notice of termination shall be directed to the attention of the representative listed below for the non-terminating Party. For purposes of this paragraph, notice shall be considered sufficient if delivered by electronic mail to the representative identified below.

For Kit Carson:

Name: Tiffany Ramos, Director Email: Tiffany.Ramos@state.co.us

Address: 252 S. 14th Street Burlington, CO 80807

For Moffat:

Name: Tia Murry, Director
Email: Tia.Murry@state.co.us
Address: 595 Breeze Street
Craig, CO 81625

- c. The term of this Agreement may be extended at any time by the Parties, provided that any such extension is agreed to in writing and signed by the representatives of the Parties executing this Agreement as set forth in the signature portion, below.
- 6. <u>Amendment.</u> This Agreement may be amended by the parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the representatives of the parties executing this Agreement as set forth in the signature portion, below.
- 7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- 8. Severability. Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a

- substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement.
- 9. <u>Civil Rights Compliance</u>. Parties agree to comply with State and Federal statutes regarding Civil Rights.
- 10. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado and any action arising under this Agreement shall be brought in Kit Carson County, Colorado.
- 11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Town, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this contract that any person receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

[Signatures appear on following page]

BOARD OF COUNTY COMMISSIONERS MOFFAT COUNTY, COLORADO

Date:
Date:
Date:

BOARD OF COUNTY COMMISSIONERS KIT CARSON COUNTY, COLORADO

David L Hornung, Commissioner

Cory Wall, Commissioner

Stan Hitchcock, Commissioner

Date: 3-31-2021

Date: 3-31-2021

Date: 3-31-2021

STATEMENT OF WORK

- 1. Entity Name: Moffat County Public Health Agency
- II. **Project Description:** This project serves to support the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), which is a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, are required to establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). The purpose of the local team is to conduct systematic, comprehensive, multidisciplinary reviews of child deaths to better understand how and why children die. The child fatality review process uses a public health approach to identify trends and patterns, to take action, to improve systems, and to implement strategies that may prevent future deaths from occurring.

This project benefits the State of Colorado by helping the people of Colorado understand the incidence and causes of child fatalities and therefore encourage public action to prevent further child fatalities. Additionally, the project benefits the State of Colorado by identifying services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent, and that are effective in preventing, child fatalities; identifying gaps or deficiencies that may exist in the delivery of services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent child fatalities; and making recommendations for, act as a catalyst for, and implement any changes to laws, rules, and policies that will support the safe and healthy development of the children in this state and prevent future child fatalities.

III. Definitions:

- 1. CDPHE Colorado Department of Public Health and Environment
- 2. CFPS Child Fatality Prevention System
- 3. CRS Case Reporting System
- 4. FTP File Transfer Protocol
- 5. SUID Sudden Unexpected Infant Death

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities by preventing child deaths in Colorado due to unintentional injury, homicide, motor vehicle incidents, child abuse and neglect, SUID, suicide, and undetermined causes.

Objective #1: No later than the expiration date of this contract, advance a comprehensive understanding of the circumstances of individual child deaths in Colorado and support equitable strategies at the individual, community, and societal levels to prevent future deaths.

Primary Activity #1	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of all child fatalities assigned to the local team based on coroner jurisdiction.								
	The Contractor shall access the Death Certificate FTP website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team. The Contractor shall gather case records from the coroner's office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.								
Sub-Activities #1	 The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section O) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team. 								

	T
	5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the "Prevention Initiatives Resulting from the Review" section (Section L) of the National Center for Fatality Review and Prevention's CRS.
	6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click "Data entry completed for this case" (in Section P) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
Primary Activity #2	The Contractor shall promote evidence-based injury and violence prevention strategies that advance health equity.
	1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.
	2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.
	3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.
Sub-Activities #2	4. The Contractor shall apply a public health approach to identify equitable systems improvements to implement at the local level.
	5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.
	6. The Contractor shall implement evidence-based, equitable system improvements at the local level.
	7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.
Primary Activity #3	The Contractor shall participate in training opportunities.
C. I. A 112 112	The Contractor shall attend CDPHE-approved local team trainings.
Sub-Activities #3	2. The Contractor shall attend CDPHE-approved web-based trainings.
Primary Activity #4	The Contractor shall evaluate the Colorado CFPS.
Sub-Activities #4	The Contractor shall complete the CFPS Local Team Survey.

- 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
- 2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/Welcome.do.
- 3. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.
- 4. The Contractor shall adhere to processes and policies outlined in the <u>Colorado Child Fatality Prevention System (CFPS): An Introduction to the System</u> to conduct individual, case-specific review of fatalities. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html.
- 5. The Contractor shall adhere to processes and policies outlined in the <u>Colorado Child Fatality Prevention System (CFPS): An Introduction to the System</u> to identify equitable prevention recommendations. This document is incorporated and made part of this contract by reference and is available on the following website

 http://www.cochildfatality.prevention.com/p/cfps-operations-manual.html.

Standards and Requirements in

- 6. The Contractor shall adhere to processes and policies outlined in the <u>Colorado Child Fatality Prevention System (CFPS): An Introduction to the System</u> to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html.
- 7. CDPHE will provide the local team coordinator login credentials to the FTP website. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx.
- 8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at https://data.nefrp.org.
- 9. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx.
- 10. The Contractor shall complete data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS no later than two months after the case review meeting or by December 31st if the case review meeting takes place within two months of the end of the year.
- 11. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/.
- 12. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member.

- 13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways:
- a. local team data reports,
- b. the online CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.
- 14. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.
- 15. CDPHE will invite the Contractor to state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report.
- 16. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatality.prevention.com/.
- 17. The Contractor shall provide information on local level prevention strategies and system improvements.
- 18. The Contractor shall notify the CFPS State Support Team at CDPHE within 30 calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract.
- 19. CDPHE will provide the Contractor with training opportunities.
- CDPHE will provide the CFPS Local Team Survey to the Contractor.
- 21. CDPHE will provide progress report templates to the Contractor.

Expected Results of Activity(s)

- 1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths.
- 2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado.
- 3. Implemented and evaluated equitable child fatality prevention strategies at the state and local levels.

Measurement of Expected Results

- 1. Sections A-O of the National Center for Fatality Review and Prevention's CRS will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS' review criteria within the local team's jurisdiction.
- 2. Increased number of equitable prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.

		Completion Date
	1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.	No later than 12/31, annually
Deliverables	2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE.	No later than 12/31 and 6/30, annually
	3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.	No later than 6/30, annually

V. Additional Provisions:

To receive compensation under this Contract, the Contractor shall submit a biannual electronic progress report as stipulated in Deliverable Number Two (2) of the Statement of Work. This progress report shall document the Contractor's progress toward completion of the activities in accordance with the Statement of Work. The second progress report, due 6/30, must be reviewed and approved by CFPS staff before the final payment is made.

Payment under this Contract shall be made to the Contractor by the State in four (4) payments in accordance with the budget included in this Contract. The final payment shall be made only after CFPS staff have reviewed and approved the progress report submitted by the Contractor for the fourth quarter.

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

VI. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention's CRS, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance:

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

VIII. Budget:

Quarter	TOTAL Child Fatality Prevention Payment
July 1 through September 30, 2021	\$1,050.00
October 1 through December 31, 2021	\$1,050.00
January 1 through March 31, 2022	\$1,050.00
April 1 through June 30, 2022	\$1,050.00
Total	\$4,200.00

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IX.	Attestation:
1.41.	Attestation

The Contractor	agrees	to	perform	services	in	accordance	with	the	terms	and	conditions	of	the	Statement	of	Work	and
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Contractor Name (Print) and Title			
Contractor Signature			
	Date		



RENTAL/PURCHASE AGREEMENT

DATE
OUOTE# _

Apr 05, 2021

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

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TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

rchase Order Terms Excluded: The issuance of a purchase order or other document against this Rental Agrierment and not a counter-offer, and no provision of such purchase order or any other document which varies from the terms. It shall become a part of the Rental Agricument unless separately and specifically agreed to in whing by Lessor.
EMMINICATION: INDEMNISICATION LESSES AGREES TO DEFEND INDEMNITY, AND HOLD HARMLESS, THE COMPANY AGAINST ALL CLAIMS, POTENTIAL CLAIMS, DEMANDS, AND SUITS AND AGAINST ALL INJURIES OF ANY KIND WHETHER CAUSED IN WHICH CAR IN PART BY ANY NECT REPORT OF A TEST OF THE COMPANY AGAINST ALL CLAIMS, POTENTIAL CLAIMS, DEMANDS, AND SUITS AND SURFACE DEPORTED IN PROPERTY. ON OTHER
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tal Term. The term of this Rental Application include the Rental Term specified above plus all additional time spent transporting the Equipment to and from Lessee, any renewals or extensions of the specified Rental Term, and any
aptance of Equipment Unless Lesse gives written notice to Lessor expension, or to oscratige sension encomponents upon the Equipment. Noted mentaling conditionables sension with the same it shall be conclusively reasonable that such Equipment within 24 hours after receiving the same it shall be conclusively reasonable that such Equipment.

on when received and that Lessae accepted and approved the same as the Equipment described in this Rental Agreement 5. Transportation: Unless otherwise specifically provided herein, Lessee shall pay all charges and expenses relating to transportation of the Equipment to Lessee shall pay all charges and expenses relating to transportation of the Equipment to Lessee shall pay all charges and expenses relating to transportation of the Equipment to Lessee upon the expiration of the Rental Term or a renewal period shall at the option of Lessee, constitute a renewal term.

of hereof The provisions of the Rental Agreement shall apply to every

To be taken the profit of the

manufacturer's warrantee applicable to the Equipment.

Rental Payments: Lessee agrees to pay the payment amount as set forth in this agreement. Lessee's payment is due in full upon receipt of invoice unless different terms are stated on the first page of this Contract. All payments shall be made to Lessor at its address set torth herein or at such other address as Lessor may from time to time specify in writing. Lessee waives all existing and future claims and offsets against any rent or other payments due under this Rental Agreement and agrees to pay all rent and perform all other obligations to Lessor hereunder when due regardless of any claim or offset that may be assented by Lessee and offsets against any rent or other payments due to describe on account of Lessee's inability to use the Equipment due to any cause other than a breach of this Rental Agreement by Lessor. If Lessee that in pay any pain of the rental or any other sum required to be paid to be sometimes of the second of the second of the second of the second of the rental or any other sum required to be paid to the account of the second of

9.Use of Equipment: Lessee represents and agrees that the Equipment is reinted for commercial use and not for personal, family or household use. To minimize the possibility of personal injury or property damage, Lessee agrees to have the Equipment operated unly by employees of Lessee property trained and qualified in its operation and to take all other reasonable precautions to ensure that the equipment is transported and operated only in a safe and lawful manner.

the Equipment operating they by employees or Lessee properly trained and qualitied in its operation and to take all other reasonable precautions to ensure that the equipment is transported and operated only in a safe and tawful manner.

10.Location and inspection: Lessee shall operate and when not in operation, store, the Equipment at the location(s) specified above and shall not remove the same from such location(s) without the prior consent of Lessee agrees that Lesses shall have the right to enter any premises where the Equipment may be located at any reasonable time for purposes of inspecting the same and without notice or liability to Lessee remove or disable the Equipment of, in the opinion of this Rental Agreement.

of Lessor, it is being used or kept in violation of this Rental Agreement.

11. Maintenance and Care: Lesses agrees at its own expense to maintain the Equipment in good working order, properly serviced and garaged, including performing all necessary repairs and replacements, and to return the Equipment to Lessor upon the exprastion or termination hiered in the same condition as when received except for ordinary wear and tear. ALL REPLACEMENT PARTS SHALL BE ORIGINAL EQUIPMENT MANUFACTURERS "PARTS. Lesses shall pay for all labor, material and parts required for the proper operation and protection of the Equipment, including expendable items such as lubrication, cable, and bits, cutting edges, anti-freeze, beits and fitters. Lesses shall be responsible for any required hereby. Lesses shall pay Lessor shall pay Lessor upon receipt of invoice, as additional rent, all charges for cleaning, servicing repairs and replacements necessary to restore the Equipment to the required condition.

12. Additions and Alterations: Lesses shall not make any additions or alterations to the Equipment without the poor written consent of Lessor. All additions or improvements made by Lesses shall belong to and become the property of Lessor reserves the cent to require Lesses to remove any such additions or alterations.

12.Additions and Alterations: Lessee shall not make any additions or alterations to the Equipment without the prior written consent of Lesser. All additions or improvements made by Lessee shall belong to and become the property of and to restore the Equipment returned to Lessor upon the expiration or fermination of this Rental Agreement; provided. However, that Lessor reserves the right to require Lessee to remove any such additions or alterations.
13 Rental Equipment Protection (REP): We ofter Optional REP on select items of equipment. Rental Equipment Protection (REP): We ofter Optional REP on select items of equipment. Rental Equipment Protection (REP): We ofter Optional REP on select items of equipment Protection (REP): We ofter Optional REP on select items of equipment Protection (REP): We ofter Optional REP on select items of equipment Protection (REP): We ofter Optional REP on select items of equipment Protection (REP): We often out Rental Equipment Protection (REP): We often Rental Equipment Protection (REP): We of roadway of while being transported. (iii) damage to tires, (vii) motal payments due under this agreement, and (vii) use of any item in violation of any policy of insurance. A minimum deductible of \$1,000 applies on equipment valued \$25,000 or less and a \$2,500 deductible applies on equipment valued greater than \$25,000

less and a \$2,500 deductible applies on equipment valued greater than \$25,000.

14 Insurance. Lessee agrees to obtain acid maintain properly insurance correage, at its own expense, on the Equipment against all tisks in an amount not less than the total actual cash value thereof in all cases. Lessee shall also misman comprehensive general liability indurance for not less than \$1,000 000 combined single limit coverage for bodily vijury and properly damage, or in such other amount(s) as Owner may from time to time require. Owner retains the right to oppose the insurance carrier and the form and contents of the policy. The insurance shall specify Owner as a harmed insured, shall be primary, without right of contribution from any other insurance carried by Owner, and steas there yets a such insurance covering loss or damage to the Equipment shall name Owner as sole loss. Lessee agrees (i) to promptly notify Owner of any occurrence which may become the basis of an insurance calculation and (ii) to not make any adjustments with servicers webout Owner's prior written consent.

LESSEE AND LESSEE AGREES TO INDEMNIEY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE TO THE EQUIPMENT FROM ANY AND ALL CAUSES LESSEE SHALL PROMPTLY NOTIFY OWNER OF ANY LOSS OR DAMAGE TO THE EQUIPMENT.

16.RETURN OF EQUIPMENT: Upon the expiration of termination of this Rental Agreement Lessee shall all its own expense immediately return the Equipment to Lesson's Equipment yard or to such other destination as Lesson may specify in the same distance from Lessee's location

17. Identification: Lessor may place decails or other markings on the Equipment identifying the same as property of Lessor. Lessee shall not remove or impair the function of any such markings

17.Identification: Lessor may place decals or other markings on the Equipment identifying the same as property of Lessor. Lessee shall not remove or impair the function of any such markings.

18.Agreement of Rental Only. This agreement is one of rental only and Lessee shall not have, or acquire, any right size or interest, legal or equitable, in the Equipment or any part thereof except the right to use the same during the term and subject to the provisions of this Rental Agreement. This to and Lessorship of the Equipment and Lessor, Lessee shall prompt per the Equipment free form lery, legal or equitable, tax and other claims, less and encumbrances and upon request shall provide Lessor proof of payment of any taxes the non-payment of which may result in a lien upon the Equipment. Essee shall promptly pay as additional rent all expenses, including attorney fees Lessor may lincur in defending or 19. Sales of Equipment. Notice is hereby given that Wagner. Rents, Inc. may assign as rights to sell equipment (and to purchase tradier) inspectly if applicable) described herein to Wagner Exchange LLC octain or markation any insustance coverage required herein towarder by the due of the following events or conditions; (a) Lessee fails to pay any sum required to be paid hereinderly to due date (b) Lessee fails at any time to octain or markation any insustance coverage required hereinder; (c) Lessee fails to perform or comply with any other obligations or condition hereunder; or (d) Lessee files for, or is subject to, any action of bankruptcy, reorganization, insolvency or receivership.

issolvency or receivership
21.Remotiles on Default: Upon any default by Lessee as provided in this Rental Agreement, (a) all rentals due or to become due under this agreement and all other sums owing by Lessee hereunder shall immediately become due and payable at the option of Lessor without notice or demand. (b) Lessor may istake possession of the Equipment where located and remove the same without legal process. (c) If this Lesse contains a purchase option exercised by Lessee. Lessor may dispose of the Equipment or any part thereof at Lossee's expense as provided or permitted by law, and (d) Lessor may exercise any and all rights or remedies under the Uniform Commercial Code, Lessee's bert applicable laws recover from Lessee as Liquidated damages, and not as a penalty, of sum equal to the aggregate of the following all unpaid rentals and other sums due and payable hereunders all society all scales and contains one due and payable hereunders all society at a scale for the balance of the Rental Term. Lessee shall pay upon demand all costs and expenses including reasonable attorneys fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms hereof, regardless of whether litigation is according to construed to final judgments.

sessions used to memore or controllated final judgment.

22 Registration and Taxos: Lessee shall pay all registration fees, license fees, assessments, charges and taxes, together with any penalties or interest that may now or later be imposed by any taxing authority with respect to the Lesseershall provide to the Equipment during the Rental Term, whether assessed against Lessor or Lessee and upon request shall provide to Lessor proof of payment of the same.

23 Entire Agreement; Modification and Walver. This Rental Agreement contains the complete and exclusive statement of the agreement between the parties relating to its subject matter and shall not be amended or modified except in writing signed by the parties. No inconsistent or contrary terms contained in any existing or future purchase order issued by or for Lessee relating to its subject matter and shall not ovary any term hereof unkness saparately and opening signed in writing signed by the parties. No inconsistent or contrary terms contained in any existing or future purchase order issued by or for Lessee relating to its subject matter and shall not ovary any term hereof unkness saparately and opening signed in which is subject matter and shall not a vary any term hereof unkness saparately and opening signed in which is subject to the second on the existence relating to its subject matter and shall not vary any term hereof or daily other provision.

24.Financing Statements: Lessee may not assign detegrals, subject, or otherwise transfer any of its rights or duties hereunder or with respect to the Equipment it because to the contract the subject in order to protect Lessor's shall not be liable for any failure or delay of delivery or in performing any obligation hereunder due to any casually, cause or circumstance beyond its control.

27.Exposure to Haurdous Material or Waste: Lessee shall not expose the Equipment to any hazardous material or waste, in the event the Equipment is exposed to any hazardous material or waste. Equipment to any hazardous materi

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Customer Initials	11	o , and an action of an ac	montes representative of Leason			
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PERMITTEE ...E/ADDRESS (Include Facility Name/Location if Different)
NAME Moffat County Road Department

ADDRESS P.O. Box 667 Craig, CO 81626 NATIONAL POLLUTANI IARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MUNITORING REPORT (DMR)
(2-16) (17-19)

COG502063 PERMIT NUMBER

001A

DISCHARGE NUMBER

Form Approve OMB No. 2040-0004 Approval expires 05-31-98

FACILITY Limestone Pit #10 27250 CR 10, Maybell, CO

FROM 2021 01 01 TO 2021 03 31 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

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BOCC Chair		SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. IAM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.					SIGNATURE OF PRINCIPAL EXECUTIVE			970 824-	3211	2021	13
TYPED OR PRINTED							OFFICER OR AUTHORIZED AGENT			AREA NUME	BER	YEAR N	10 DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") made this 13th day of April 2021 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and KUBL Group, LLC ("Contractor"), whose address is 3227 S. Timberline, Suite A Fort Collins, CO 880525 and whose telephone number is 720-606-1400.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, et seq., C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to
install Security and Electronics Upgrades at the Public Safety Center located at 800 W. 1st Street Craig, CO 81625 as
described in the attachments below.

Exhibit "A" RFP #202109 Security and Electronics Upgrade at the Public Safety Center Exhibit "B" Bid submittal from KUBL Group, LLC dated 3/10/21. Exhibit "C" Scope of work submitted by KUBL Group

Article 2 - Time of Performance.

2.1 Services of the Contractor shall commence on 4/1/2021, and shall be substantially completed on or before 9/15/2021, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be Three hundred Fifty-Three Thousand Two Hundred Fifty dollars and no/100 cents (\$353,250.00) subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall <u>constitute current</u> <u>expenditures and revenues payable and receivable in the fiscal years for which funds</u> are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.
- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above.

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They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

Article 4 - Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:

95% of the work completed, and

95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.

- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Illegal Aliens - Public Contracts.

If Contractor has any employees or subcontractors, Contractor shall comply with §8-17.5-101 C.R.S., et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- A. Contractor shall not:
 - Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

- D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:
 - i. Notify the subcontractor and BOCC within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor violates this provision of this Contract, BOCC may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to BOCC as required by law. BOCC will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and BOCC terminates the Contract for such breach.

Article 10 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 11 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, et seq., C.R.S., as amended.

Article 12 - Insurance.

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§8-40-101 and 8-70-101, et seq., C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, \$24-10-101, et seq., C.R.S., as amended whichever amount is greater;

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Article 13 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 14 - Inspections, corrections, removal, or acceptance of defective work

14.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 14. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

14.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

14.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

14.05 Correction Period

A. If within 30 days after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

- 1. Correct such defective Work; or
- 2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
- 3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or BOCC's property.
- B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

14.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of such defective Work and for the diminished value of the Work. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

14.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

- 1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- 2. the Contract Price has been reduced by Change Orders;
- 3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 14.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 15 Termination for Cause.

15.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement.

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In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

15.02

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:
 - 1. Exclude Contractor from the Site, and take possession of the Work.
 - 2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
 - 3. Complete the Work as BOCC may deem expedient.
- C. If BOCC proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 16 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

Article 17 - Conflict of Interest.

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 18 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

Article 19 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 20 - Severability.

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 21 - Notices.

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:

Donald Broom MCBOCC Chair

221 West Victory Way, Suite 130

Craig, CO 81625 (970) 824-5516 Contractor: Kurt Potts

KUBL Group LLC

3227 S. Timberline, Suite A Fort Collins, CO 80525

720-606-1400

Article 22 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 23 - Authority.

Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

Article 24 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

Article 25 - Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 26 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

IN WITNESS WHEREOF, the BOCC and the Contractor have set their hands and seals.

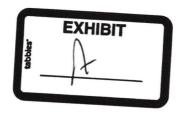
BOARD OF COUNTY COMMISSIONERS MOFFAT COUNTY, COLORADO

By:
Donald Broom, Chair
ATTEST:
ATTEST:
Clerk to the Board
CONTRACTOR:
KUBL Group, LLC
By:
Kurt Potts
STATE OF COLORADO)
COUNTY OF Laruner) ss.
The foregoing instrument was acknowledged before me this That day of April, 2021 by Kurt PoHS.
MY COMMISSION EXPIRES: 11/20/2023
Julie KPooker
Notary Public JULIE K. BOOKER WAST DEDUCED DESIGNED OF SOSS 8
NOTARY PUBLIC 221 W YORK OF CO. STORE
NOTARY ID 20074043255 Address of Notary Public
MY COMMISSION EXPIRES 11-20-2023



Request for Proposals (RFP) Moffat County Colorado 221 W. Victory Way, Suite 250

Craig, CO 81625



RFP Number: 202109 Description: Security Electronics Upgrade at the Moffat County Public

Safety Center 800 W. 1st Street Craig, CO 81625

Issue Date: 2/5/2021 Pre Bid Meeting: 2/18/2021

Deadline for final submission for questions: 3/8/2021 Submission Deadline: 3/10/2021

BOCC Award: 3/16/21 Contract time line: 3/16/21 to 9/15/21

The Moffat County Commissioners (BOCC) will be accepting sealed proposals for Security Electronics Upgrade at the Moffat County Public Safety Center located at 800 W. 1st Street, Craig, CO 81625. Proposals may be submitted to the office of Moffat County Development Services, 221 W. Victory Way, Suite 250, Craig, CO 81625, up to 11:00 A.M. (our clock), on Wednesday 3/10/21 at which time they will be publicly opened and read aloud.

Bid Documents and specifications are available online at www.publicpurchase.com and at the Office of Development Services at the address above.

Pre-Bid Meeting will be held on 2/18/21 at 11:00 am at Moffat County Public Safety Center located at 800 W. 1st Street, Craig, CO 81625.

Contractors are required to attend. Contractors should read the entire bid document prior to the meeting.

THIS WILL BE THE ONLY PRE-BID MEETING OFFERED

No interpretation of the meaning of the Bid Documents (drawings, specifications, et. al.) will be made to any Contractor. All questions regarding this bid must be in writing and submitted to Roy Tipton at rtipton@moffatcounty.net. Questions are due no later than 10:00 A.M. 3/8/21. Please call Roy Tipton at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

NOTE: Unauthorized contact with any other County employees regarding this bid may result in disqualification of your bid.

GENERAL INSTRUCTIONS:

1 GENERAL CONDITIONS

- 1.1 BOCC is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 1.2 Contractor shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

- 1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid or an authorized representative of the company shall initial all corrections or erasures made on your bid.
- 1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.
- 1.5 In submitting the bid, the Contractor agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.
- 1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Contractor is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Contractor.
- 1.7 Upon receipt and evaluation of the responses, selected Contractors may be required to make in-person presentations to the BOCC.
- 1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Contractor; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Contractor.
- 1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.
- 1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.
- 1.11 As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.
- 1.12 Contractor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act" codified at Sections 8-17-101, et seq. of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See https://www.colorado.gov/pacific/cdle/kjica for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.
- 1.13 All information submitted in response to this bid is public after the bid opening. The Contractor should not include as a part of the response to the invitation to bid any information which the Contractor believes to be a trade secret or other privileged or confidential data. If the Contractor wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.
- 1.14 The Contractor who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees,

- servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- 1.15 The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.
- 1.16 No work shall commence nor shall any invoices be paid until the Contractor provides the requested proof of insurance as outlined in the "Insurance Requirements for Contractors" and until such proof is accepted by Moffat BOCC. Additionally, the Contractor will provide an endorsement naming Moffat County and BOCC as an additional insured to their policy.
- 1.17 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.
- 1.18 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.
- 1.19 Other governmental entities may piggyback on the award of this solicitation, and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly with the award Contractor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Contractor or any government entity relating to such use.
- 1.20 The Contractor certifies that by signing the contract, neither the Contractor nor subcontractors are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).
- 1.21 No Contractor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at www.sam.gov.
- 1.22 Bids must be furnished exclusive of any Federal, State, or Local taxes.
- 1.23 <u>A COMPLETED CERTIFICATE OF INTENT TO SUBCONTRACT MUST BE INLUDED FOR ANY AND ALL</u> WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL.

1. INSURANCE

- 2.1 The Contractor who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Colorado.
- 2.2 <u>Worker's Disability Compensation Insurance</u> including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.
- 2.3 <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- 2.4 Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- 2.5 <u>Additional Insured</u> Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- 2.6 <u>Cancellation Notice</u> All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 221 W. Victory Way, Suite 120, Craig, Colorado 81625."
- 2.7 <u>Proof of Insurance</u> The vendor shall provide to BOCC at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- 2.8 If you have any questions concerning the insurance requirements, please contact the Director of Development Services at (970) 824-9160 at least one week prior to the bid opening date.
- 2.9 Any Agreement resulting from this RFP shall be construed according to the laws of the State of Colorado. The Contractor agrees that the venue for any legal action under such Agreement shall be Moffat County, State of Colorado. In the event that any legal action is brought under such Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Colorado.
- 2.10 Contractor shall render the services to be provided pursuant to any agreement resulting from this RFP in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.

3. General Conditions

- 3.1 Contractor shall provide temporary safety measures around the areas of construction to minimize the possibility of damage to the new construction, existing structures, construction equipment, and injury to persons. Temporary safety measures may include, but are not limited to, the following: temporary chain link fence, plastic safety fence, barricade tape, wood barricade, and safety personnel.
- 3.2 Contractor and its subcontractors performing services for BOCC shall comply with all Occupational Safety and Health Administration (OSHA) regulations, State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, the Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- 3.3 Under no circumstances shall any tools of any kind or materials being used be left unattended.
- 3.4 If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the project manager prior to commencement of work.
- 3.5 All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to applicable code. BOCC may, at its sole discretion, require the Contractor to remove any employee from work that BOCC deems incompetent or careless. Further, BOCC may, from time to time, make inspections of the work performed under this contract. Any inspection by BOCC does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

- 3.6 The Contractor and its Subcontractors shall at all times keep the areas of the property free from rubbish and the accumulation of any waste materials. Daily clean-up and removal from the work area of all debris resulting from these operations is required. Contractor is responsible for paying for and hauling away any waste.
- 3.7 Neither the final certificate nor payments, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects in workmanship or faulty materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting there from, which shall appear within a period of one year from the date of completion unless otherwise stated in this document. BOCC shall notify the Contractor of observed defects with reasonable promptness.
- 3.8 Contractor shall schedule to do the work between the hours of 7am to 5pm Monday thru Friday unless approval from the Development Services Department is given for alternate times.
- 3.9 The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications, if provided. Failure of the Contractor to inform himself/herself will in no way relieve him/her from the necessity to complete the work without additional cost to BOCC.
- 3.10 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, debris removal, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 3.11 All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. All materials which are affected by moisture shall be protected from such.
- 3.12 The Contractor shall employ only persons who are skilled in the work to be performed.
- 3.13 The Contractor shall be responsible for making field measurements before proceeding to complete the work. Upon award of contract, BOCC will designate areas where work is required.
- 3.14 The Contractor shall continuously protect all existing facilities and new work as it is completed. The Contractor shall be responsible for making good any damage or injury caused to the facility because of negligence by Contractor.

4 BONDING

- 4.1 Any bid that is in excess of \$50,000.00, if awarded, will be required to provide 50 percent (50%) of the contract amount coverage in Performance Bond and Payment Bond as required by Colorado Revised Statutes 38-26-106. The bond must be with surety companies satisfactory to BOCC. In addition, each surety company shall be admitted and licensed to do business in the State of Colorado.
 - A. <u>Performance Bond</u> The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for faithful performance of this contract. BOCC shall be Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to do business in the State of Colorado. The Surety shall be acceptable to BOCC.
 - **B.** <u>Payment Bond</u> The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for the prompt payment to all

persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to do business in the State of Colorado. The Surety shall be acceptable to BOCC.

- C. <u>Performance and Payments Bonds shall be submitted to the Moffat County Attorney, at least ten (10) days prior to the commencement of work covered under the contract.</u>
- **D. <u>Bid Bond Guaranty deposits</u>** will be requested on bonded projects valued at \$25,000 or more. The amount of deposit shall be five percent (5%) of amount bid.
- 4.2 Additional or Substitute Bond If at any time BOCC, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from BOCC to do so, substitute an acceptable bonds(s) in such forms and sum and signed by such other Surety as may be satisfactory to BOCC. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to BOCC.
- 4.3 No telephone, e-mail, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Contractor. Bids received after the opening time specified will not be considered.

BIDDING INSTRUCTIONS:

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

· Bid Package

General Instructions, Bidding Instructions, Bid Form, Insurance Supplement, Bid Bond Anti-Collusion Affidavit, Certificate of Intent to Subcontract, Specifications, Sample Contract

• Bid Schedule (in Excel format)

It is not necessary to return the entire Bid Package for the Bid Opening. Submittal of the following completed forms is required:

Bid Form
Bid Bond
Bid Schedule
Insurance Supplement
Anti-Collusion Affidavit
Certificate of Intent to Subcontract

Each Bid over \$25,000 must be accompanied by a Bid Guaranty consisting of a properly Certified Check, Cashier's Check or Bid Bond, in the amount of five percent (5%) of the Contractor's bid, without conditions, payable to BOCC. The sample Bid Bond included in these bid documents may be used as Bid Guaranty. This is the only acceptable form for a Bid Bond, no other form will be accepted. Bid Guaranties may be held until the contract is awarded, provided the time from bid opening to contract award does not exceed thirty days.

The successful Contractor will be required to furnish Performance and Payment Bonds. Each bid must contain a unit bid price for each item shown in the Bid Schedule, and a completed Certificate of Intent to Subcontract. Failure to include unit bid prices and Certificate may be cause for rejection.

The original of the signed Affidavit relative to collusion shall be submitted by the Contractor with the bid. The bid will be rejected if it does not contain the signed affidavit. **The Bid and Bid Guaranty must be placed in one envelope securely sealed and labeled.**

CONTRACTOR agrees that work will commence as soon as contract is awarded and be substantially completed on or before 9/1/2021 and completed by 9/15/2021.

CONTRACTOR accepts the provisions of the Purchase of Services Agreement to be issued by BOCC for liquidated damages in said Agreement under Article 2 and as stated below.

LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration preceding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One hundred dollars (\$100.00) for each day that expires after the time specified above for substantial completion until the work is substantially complete.

In regards to Liquidated Damages, BOCC will take into consideration weather conditions that may affect job completion. One day will be given for each day the Contractor is unable to work due to adverse weather conditions

BID FORM FOR PROJECT NO. 202109 – Security Electronics Upgrade at the Moffat County Public Safety Center. TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). hereby acknowledged. I/We certify that no illegal aliens will be employed or contracted with to perform work under this Contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seg. I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications. I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for. I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP 202109 - Security Electronics Upgrade at the Moffat County Public Safety Center, as advertised by Moffat County, Colorado, 7/24/20 and 731/20 a copy of which advertisement is attached and made a part hereof. I/We agree to protect my/our employees on this contract, if awarded to _____ _____, by adequate

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, readvertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

Workers Compensation Insurance.

Respectfully Submit	ted	
G:4	Dete	Please Print Clearly:
Signature	Date	
	,	Name Title
		Company Name
		Mailing Address
		Street Address
		City State Zip Code
Attest:		County of
SEAL)		DUNS Number
		State of
		()Phone
		E-mail

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the bidding schedule, a completed Certificate of Intent to Subcontract, a signed Anti Collusion Affidavit and a completed Bid Bond or Bid Guaranty in the amount of Five Percent of the Contractor's total bid. If the bid guaranty is a Bid Bond, the Bid Bond will be in the format presented in the bid. No other wording will be accepted. Failure to include unit bid prices, said certificate, signed affidavit, and Bid Bond or bid guaranty may be cause for rejection.

INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1. Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts;
- 2. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
- 3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
- 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability

Each Person:

\$1,000,000

Each Accident:

Or Occurrence:

\$1,000,000

Property Damage Liability:

Each Accident

Or Occurrence:

\$1,000,000

Aggregate:

\$1,000,000

And shall be furnished in types specified, as follows:

- 1. Contractor's Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each subcontractor with respect to all work performed by them under the Agreement.
- 2. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the Agreement performed for the Contractor by subcontractors.
- 3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.
- 4. Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- 5. The Contractor shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the BOCC with respect to all operations under the Agreement by the Contractor or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for Contractor's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance's and requirements hereinafter set forth, with an umbrella covering of \$1,000,000, subject to the approval of the BOCC, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, Contractor shall either (1) require each of his subcontractors to procure and maintain, during the life of his

subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the BOCC, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the BOCC shall be filed with the BOCC before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days written notice has been given the BOCC. Contractor shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Contractor. If requested by BOCC, Contractor to provide a copy of the insurance policy to BOCC.

Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the BOCC's rights hereunder.

Contractor further agrees that all such policies shall be endorsed to name Moffat County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to County.

BOCC'S LIABILITY INSURANCE: The BOCC, at its option, may purchase and maintain such liability insurance as will protect it against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance herein before specified.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to defend, hold harmless, and unconditionally indemnify County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Contractor's breach of this Agreement or acts or failures to act by Contractor or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

PROJE	ECT:						
INSUF	RED:						
Gener	al Lia	ability		Yes	No	N/A	
1.	Doe	s the General Aggregate apply to this project only?					
2.	Doe	es this policy include coverage for					
	a.b.c.d.e.f.	Premises – Operations? Explosion, Collapse and Underground Hazards? Personal Injury Coverage? Products Coverage? Completed Operations? Contractual Coverage?					
3.	a.	a. Do limits of this policy meet County requirements?				*	
4	b.	If not, does excess/umbrella liability coverage, when combined with primary coverage, meet County requirements?					
4.		If primary or excess/umbrella coverage is written on a claims-made basis, what is the:					
		Primary	Exce	ss/Uml	orella		
	a.	Retroactive date:	_				
	b.	Extended reporting date?	_				
5.	Wo	rkers Compensation					
	a.	Does coverage show statutory limits?					
	b.	If exempt from Workers Compensation Statutes, is voluntary compensation included?					
6.	Aut	Auto Liability					
	a.	If insured drives their vehicles on certificate holder's property, do limits meet County requirements?					
	b.	If not, does excess/umbrella liability coverage, when combined with primary coverage, meet County requirements?					

Supplement to Certificate of Insurance, Page 2

7.	Al	l Risk Property (Builder's Risk)	Yes	No	N/A			
	a.	Is coverage for replacement value?						
	b.	Does policy include Builder's Risk?						
8.	If i	nsured is Architect/Engineer/Consultant:						
	a.	Is professional liability coverage shown?						
	b.	Do limits of the policy meet county requirements?						
9.	Are	e all Policy Dates Current?						
10.	Fin	Final Payment Information						
	a.	Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the Contractor Agreement?						
	b.	If so, and if the policy period extends beyond termination of the Contract for Construction, is completed operations coverage for this project continued for the balance of the policy period?						
11.	Ter	rmination Provisions						
	a.	Has each policy shown on the certificate and this supplement been endorsed to provide the holder with 30 days notice of cancellations and/or expiration?						
12.	Oth	ner Provisions (Attach list if applicable)						
Date of	`Issu	e Authorized Representative or Insurer						



Specifications

Moffat County Colorado 221 W. Victory Way, Suite 250 Craig, CO 81625

RFP Number: 202109 Description: Security Electronics Upgrade at the Moffat County Public

Safety Center 800 W. 1st Street Craig, CO 81625

Issue Date: 2/5/2021 Pre Bid Meeting: 2/18/2021

Deadline for final submission for questions: 3/8/2021 Submission Deadline: 3/10/2021 BOCC Award: 3/16/21

Contract time line: 3/16/21 to 9/15/21

Introduction

The Moffatt County Colorado Sheriff's Office Jail Division is seeking to upgrade, and replace existing security controls and equipment. The chosen vendor should be committed to work with Moffatt County Jail Staff during installation and implementation to aid staff with a general understanding of the system. Users should be trained on the proper use and basic trouble shooting of the equipment. Upon completion of the installation, the vendor should be prepared to fully test the system to assure optimum functionality and performance are achieved.

The awarded firm shall be responsible to provide all labor, materials, equipment, supplies, and tools required to complete the work as specified, and in compliance with all applicable federal, state and local codes and standards. The awarded firm must oversee and coordinate the entire project. Any subcontractors shall be approved by the Sheriff's Office in writing prior to use. The awarded bidder shall also be responsible, at no additional cost to the County, for cleanup and disposal of all trash and construction debris generated by the project, disposal of any existing items removed but not used in the new installation, and repair of any damage caused by the Contractor or subcontractors. Final acceptance of the work will be provided by the Sheriff's Office in writing.

PROJECT OBJECTIVES

- 1. Increase safety and security of facility by providing a reliable, NON-PROPRIETARY Control system.
- 2. Increase reliability by providing PLC-based system.
- 3. Decrease county risk by providing all as-built documentation, programming and passwords upon project turnover.
- 4. Improve facility safety by providing and integrating a digital intercom system.
- 5. Provide an IP-based CCTV system that is easily expandable and able to utilize the newly installed software, hardware, and licenses for future upgrades and expansion.
- 6. Prepare the end user for operation and basic system maintenance by providing comprehensive training to user groups & maintenance staff.
- 7. Remove the burden of maintenance & warranty from the owner by providing a one year maintenance & warranty agreement.
- 8. Maintain a healthy vendor/owner relationship by establishing a mutually agreeable warranty and maintenance plan for the facility beyond initial warranty plan.

Failure to follow any Request for Proposal requirements may result in disqualification. Proposers should keep a copy of their bid for their own records. All bids submitted become the property of Moffatt County and shall not be returned

SCOPE OF WORK: Control, Intercom & CCTV Replacement

GENERAL GUIDELINES:

- Control & monitor all doors as currently controlled & monitored
- Control all intercoms as currently controlled (upgrade to digital head end)
- Upgrade existing CCTV system to IP-based video system
- Replace all cabling for camera system with Cat6 cabling

Automatic Camera Call Ups to be integrated into control system

1. PLC-Based Control System

- One (1) Omron PLC
- Appropriate I/O Cards
- Appropriate 24V & 120V Power Supplies
- Reuse existing racks & enclosures where possible

2. HMI System

- Three (3) Control stations (Master 1, Master 2, Booking), each to include:
- One PC
- One (1) 24" Touch Monitor
- One (1) mouse
- One (1) keyboard
- One (1) station UPS
- One (1) Harding TMM (Also mentioned in Intercom Section)
- One (1) Indusoft HMI Run-Time License

3. Digital Intercom System

- Provide Harding DXL Digital Intercom System to control all existing intercom field stations and all
 existing paging zones
- Provide Harding TMM Touch Screen Master Stations at each control location
- Reuse existing cabling from head end to field devices

4. Closed Circuit Television (CCTV)

- Replace ENTIRE existing CCTV system with IP-based CCTV system
 - Cameras (66 total) (All cameras in detention area to be IK10 rated)
 - ✓ Forty-six (46) 2.0 MP
 - ✓ Five (5) 3.0 MP
 - ✓ Five (5) 5.0 MP
 - ✓ Ten (10) 9.0 MP Multi-sensor
 - ✓ Appropriate mounting hardware for all cameras
 - ✓ Includes replacing all existing cameras (60) and ten (10) new locations
 - Storage
 - √ 60 days storage, based on:
 - a. 50% motion
 - b. 10 FPS
 - Licensing (UNLIMITED CLIENT/WORKSTATION CONNECTIONS, NO RECURRING FEES)
 - ✓ Appropriate licenses for all cameras installed (66)
 - Viewing Workstations
 - ✓ One (1) 4-monitor viewing station (Master Control) (Reuse existing monitors)
 - ✓ One (1) 2-monitor viewing station (Booking)(Two (2) new 24" monitors by contractor)
 - ✓ Unlimited viewing software for owner-supplied PC's

5. Uninterruptible Power Supply

• Appropriate Uninterruptible Power Supplies for all equipment with a run time of 10 minutes.

6. Network

- Reuse existing equipment racks in equipment rooms, where possible
- All POE network switches for camera system
- Provide and install fiber optic cabling between buildings and equipment rooms, if required

7. Other

- Replace all existing (coaxial) camera cabling with Cat6 plenum rated cabling
- Reuse all racks, cabinets and enclosures where possible
- All conduit, fittings, backboxes and material to mount new cameras at new locations
- Provide capability to add new County Courthouse to monitoring system

- 8. Items to be Included
 - Payment & Performance Bond
 - All engineering, submittals, as-built drawings, programming, passwords, etc.
- 9. Items to be Excluded
 - Taxes of any type

EVALUATION / AWARD OF CONTRACT

An Evaluation Committee shall recommend contract award in the best interest of Moffatt County, using <u>only</u> the following criteria: 1) ability to provide the specified products and services (20 points); 2) ability to provide design, installation and future service & maintenance as needed (30 points); 3) recommendation from no less than three references (30 points) 4) overall cost of installation, service, and maintenance, both present and future (20 points).

All proposers will be notified of the decision by mail. A contract will be issued after award by the BOCC and must be returned, with appropriate signatures along with insurance certificates, within fourteen (14) calendar days.

The Board of County Commissioners may award the contract based on the evaluation criteria outlined in the Bid submissions. In reviewing the bids received, the County reserves the right to reject, for any reason whatsoever, any and all bids, and to waive any informality or irregularity in a proposal. The award of contract may be based on the complete proposal or any component thereof. The action to award a contract is subject to approval by the Board of County Commissioners. The submission of a proposal by any company does not in any way commit the County to enter into an agreement with that company, or any proposer.

PROPOSALS

Provide three (3) copies of proposal on standard 8 1/2" X 11" format. Proposals may be bound if desired but shall be submitted in an orderly fashion in the format.

- 1. Introduction
 - a. Provide a brief introduction of your company to include services provided, office locations, business structure, etc.
- 2. Qualifications (NOTE: Failure to meet any of the qualifications listed herein may be grounds for immediate disqualification)
 - a. Provide evidence that ESI has been in business for no less than five (5) years under the current business
 - b. Provide evidence of proper registration of entity within the State of Colorado, to include:
 - 1) Registration of entity within State of Colorado
 - 2) All registrations shall be in the exact name of entity submitting proposal. License status listed as pending, expired, inactive or registered under other entities may be grounds for disqualification.
 - c. Insurance with no less than the following limits:
 - 1) Commercial General Liability
 - a) Per Occurrence \$2M
 - b) Personal Injury \$2M
 - c) General Aggregate \$4M
 - d) Products Comp/OP Agg. \$4M
 - 2) Auto Liability
 - a) Combined Single Limit \$1M
 - 3) Workers Compensation
 - a) Each Accident \$1M
 - 4) Professional Liability
 - a) \$1M Per Occurrence \$1M Aggregate

- d. Statement from bonding company showing per project/aggregate bonding capacity of no less than \$2M/\$4M. ESI shall be bondable for no less than 100% of the amount of bid. Bid bond <u>is</u> required; however, Moffatt County <u>will</u> require a 100% Payment and Performance bond at time of contract with selected yendor.
- 3. Past Performance/References
 - a. Provide no less than five (5) references of end-users within a 250-mile radius of Craig, CO for which the ESI has performed work. For each, provide:
 - 1) Name & Location of facility
 - 2) Facility contact to include phone and email
 - 3) Contract Value
 - 4) Scope of work
 - b. Evidence of a minimum of ten (10) CCTV installations within the past two (2) years utilizing the proposed CCTV platform. For each project, include the following, in table format:
 - 1) Name & Location of facility
 - 2) Facility contact to include phone and email
 - 3) Contract Value
 - 4) Number of cameras
 - 5) Number of workstations
 - 6) Camera manufacturer
 - 7) VMS manufacturer
 - 8) Storage Manufacturer
 - c. Evidence of a minimum of ten (10) HMI/Control system integrations in a detention environment utilizing the Indusoft HMI software AND the proposed CCTV Platform. (Projects noted in Item #2 may be utilized in this section if they meet all requirements of both) For each project, include the following, in table format:
 - 1) Project Name & Location
 - 2) Project Owner
 - 3) Project Architect
 - 4) Project General Contractor
 - 5) Owner Reference Contact to include name, phone & email
 - 6) Number of cameras
 - 7) Number of workstations
 - 8) Number of HMI workstations
 - 9) Number of PLC locations
 - 10) New or retrofit?
 - 11) Subcontractors utilized
 - d. Provide a minimum of five (5) references who utilize maintenance services from your organization. For each, please provide:
 - 1) Name & Location of facility
 - 2) Facility contact to include phone and email
 - 3) Systems Maintained
 - e. Current backlog of all work under contract, to include:
 - 1. Job Name & Location
 - 2. Project Contract Value
 - 3. ESI Contract Value

- 4. Expected Completion Date
- 5. % Complete
- 6. Scope of work
- 7. Architect Contact (phone & email)
- 8. Owner Contact (phone & email)
- 9. General Contractor Contact (phone & email)
- 10. Failure to submit all jobs currently under contract is grounds for immediate disqualification.
- 4. Support Capability
 - a. Provide evidence of an office or support location within 150 miles of Craig, CO.
 - b. Provide evidence of ability to meet a 4-hour on-site support requirement.
 - c. Provide standard protocol for how support calls are handled, to include:
 - 1) Normal Business Hours
 - 2) Nights & Weekends
 - 3) Holidays
- 5. Technical Capability
 - a. Provide a brief statement explaining the programming logic utilized by your company as it pertains to programming logic utilizing the existing control system components. Specifically, please address the following:
 - 1) General programming logic (looping, ladder logic, etc.)
 - 2) Control system architecture recommendations
 - 3) Integration with proposed CCTV system. Specifically, please explain how automatic camera call ups will be accomplished.
 - 4) Integration with Harding Digital Intercom system.
 - 5) Remote monitoring capability and functionality.
 - b. Evidence of staff with a minimum ten years' security electronics experience in a detention environment. Contractor to submit resumes, including completed projects of the following key staff:
 - 1) Company Principals to include President, Vice president and Operations Manager.
 - 2) Programmer to be utilized on this project.
 - 3) Electronics Engineer to be utilized on this project.
 - 4) Any other staff to be utilized on this project.
 - c. Technical staff experienced and factory trained in systems specified. Provide evidence of factory certified staff for the following:
 - 1) Indusoft by Wonderware
 - 2) Harding MicroComm DXL Intercom
 - 3) Certifications for IP-Camera System being proposed
- 6. Project Specific
 - a. Project Price Proposal to include:
 - 1) Base Bid to include supply and install of control, intercom & IP Video Equipment
 - a) Provide the following:
 - 2) Alternate pricing for any added enhancements or cost savings proposed by vendor
 - 3) Recommended spare equipment and cost
 - b. Statement of Warranty
 - 1) Base warranty included on system
 - 2) Cost for additional warranty

- c. Maintenance Proposal for Year 1, 2 & 3
- d. Brief description of licensing structure of any software being utilized. Include any foreseeable costs that may be incurred in throughout the life of the system.
- e. Five-year cost matrix of system, to include options for maintenance and warranty.

7. Schedule

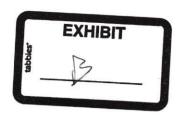
a. Provide schedule outline, assuming contract date of April 1, 2021.

8. Equipment

- a. Provide basic documentation outlining the following:
 - 1) PLC Manufacturer, model number and quantity
 - 2) I/O interface board manufacturer/methodology
 - 3) HMI PC Manufacturer, specs and quantity
 - 4) HMI Touch Monitor Manufacturer, specs & quantity
 - 5) Network Switch Manufacturer, specs & quantity
 - 6) Camera manufacturer, specs & quantities
 - 7) Video Management Solution (VMS) manufacturer
 - 8) Video Storage Manufacturer, specs and size (TB)
 - 9) UPS Equipment manufacturer, specs & quantity







RFP	202109	Description:	Secur	rity Electronics Upgrade	
KUBL Group	3227 S Timberline, Suite A	A, Fort Collins, CO 805	525		
Issue Date	2/5/2021	Preb	id Meeting	2/18/2021	
Questions Due	3/8/2021	Subn	nission Date	3/10/2021	
Award Date	3/16/2021	Cont	ract time Line	3/16/21 - 9/15/21	

AND DESCRIPTION OF THE PROPERTY OF THE PARTY OF THE PARTY.	Price
Security Electronics Upgrade	
THREE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED	\$ 348,500.00

PLEASE SEE ATTACHED FOR ADDITIONAL PRICING AND DETAIL



E Francis

BID FORM FOR PROJECT NO. 202109 – Security Electronics Upgrade at the Moffat County Public Safety Center.

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). ONE is hereby acknowledged.

I/We certify that no illegal aliens will be employed or contracted with to perform work under this Contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seq.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP 202109 – Security Electronics Upgrade at the Moffat County Public Safety Center, as advertised by Moffat County, Colorado, 7/24/20 and 731/20 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to KUBL Group, LLC , by adequate Workers Compensation Insurance.

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, readvertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

It is agreed that in case the Contract is awarded to another, this Bid Guaranty, unless forfeited as stated herein, will be returned to: 3227 S Timberline, Suite A, Fort Collins, CO 80525

Respectfully Submitted Please Print Clearly: Signature Kurt Potts, Principal Name Title KUBL Group, LLC Company Name 3227 S. Timberline, Suite A Mailing Address Street Address Ft. Collins, CO 80525 City State Zip Code County of Larimer (SEAL) DUNS Number 07-9434378 AMY DAPHNEY **NOTARY PUBLIC** State of Colorado STATE OF COLORADO NOTARY ID 20184031936 MY COMMISSION EXPIRES 8-20-2022 (720) 606-1400 Phone kpotts@kublgroup.com

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the bidding schedule, a completed Certificate of Intent to Subcontract, a signed Anti Collusion Affidavit and a completed Bid Bond or Bid Guaranty in the amount of Five Percent of the Contractor's total bid. If the bid guaranty is a Bid Bond, the Bid Bond will be in the format presented in the bid. No other wording will be accepted. Failure to include unit bid prices, said certificate, signed affidavit, and Bid Bond or bid guaranty may be cause for rejection.



SCOPE OF WORK

We have proposed a scope of work which we feel encompasses all input we have received to date. We welcome investigation and conversation with project stakeholders to customize all aspects of the project to best meet the needs and budgets of all project stakeholders.

BASE BID: Control, Intercom & CCTV Replacement

GENERAL GUIDELINES:

- Control all doors as currently controlled
- Control all intercoms as currently controlled (upgrade to digital)
- · Replace all cabling for camera system with Cat6 cabling
- Automatic Camera Call Ups to be integrated into control system
- 1. PLC-Based Control System
 - Detention Center
 - One (1) Omron PLC
 - Appropriate I/O Cards
 - Appropriate 24V Power Supplies
 - Reuse existing racks & enclosures
- 2. HMI System
 - Two (2) Control stations (Master 1, Master 2), each to include:
 - One (1) Dell HMI PC
 - One 27" LED Monitor (Non-touch)
 - One (1) 27" LED Call-Up Monitor
 - One (1) Indusoft Run Time License
 - One (1) Digital Optical Mouse
 - One (1) Harding Digital Intercom Master Station
 - One (1) Station UPS
 - One (1) Control Station (Booking), to include:
 - One (1) Dell HMI PC
 - One 27" LED Monitor (Non-touch)
 - One (1) Indusoft Run Time License

- One (1) Digital Optical Mouse
- One (1) Harding Digital Intercom Master Station
- One (1) Station UPS
- 3. Digital Intercom System
 - Harding Digital Intercom Head End, to include:
 - One (1) Harding DCC
 - Four (4) Harding DCE
 - Three (3) Harding TMM Master Stations (Mentioned in HMI Section)
 - Reuse existing field Intercom Stations
 - Appropriate Quick Connect Boards
 - Reuse existing cabling to all intercom field devices, reuse all existing field devices
- 4. Closed Circuit Television (CCTV)
 - Replace ENTIRE existing CCTV system with IP-based CCTV system
 - Cameras (All cameras in detention area to be IP66 rated)
 - Sixty (60) IP Cameras
 - 1. Thirty-eight (38) 2.0 MP
 - 2. Ten (10) 3.0 MP
 - 3. One (1) 5.0 MP
 - 4. Four (4) 9.0 MP 3-head multi-sensor
 - 5. One (1) 2.0 MP PTZ
 - 6. One (1) 6.0 MP Fisheye
 - 7. Five (5) Corner-Mount 3.0 MP with audio recording
 - 8. Audio recording at one (1) location (Master control)
 - Appropriate mounting hardware for all cameras
 - Includes replacing all existing cameras Fifty-three (53) and seven (7) new locations
 - Storage
 - Storage calculated as follows:
 - 1. 90 days storage for all cameras
 - a. 50% motion
 - b. 10 FPS
 - Licensing (UNLIMITED CONNECTIONS, NO RECURRING FEES)
 - Appropriate licenses for all cameras installed (60)
 - Viewing Workstations
 - One (1) 4-monitor viewing station (Master Control)
 - 1. Provide and install two (2) 42" LED monitors
 - One (1) 2-monitor viewing station (Booking)
 - 1. Provide and install two (2) 27" LED monitors
 - Unlimited viewing software for owner-supplied PC's
- 5. Uninterruptible Power Supply
 - Appropriate Uninterruptible Power Supplies for all equipment installed by KUBL
 Group with a run time of 10 minutes.

6. Network

- Reuse existing equipment racks in equipment rooms
- All POE network switches for camera/control/intercom system
- All cabling between equipment rooms for newly installed POE network switches, as required.

7. Other

- Replace all existing (coaxial) camera cabling with Cat6 plenum rated cabling
- Reuse all racks, cabinets and enclosures where possible
- All conduit, fittings, backboxes and material to mount new cameras at new locations

8. Spare Equipment

- One (1) Dell HMI PC
- One (1) Harding Digital Intercom Master Station
- Two (2) 2.0 MP cameras

Included:

- Payment & Performance Bond.
- 2. Engineering, submittals, as-built documentation, operation & maintenance manuals.
- 3. One-year equipment and workmanship warranty.
- 4. All licenses, programming, travel, per diem and labor.
- 5. All HMI software license fees. ALL Run-time licenses will be turned over to owner at project completion. All software licenses will be the latest version of Indusoft at time of project implementation.
- Remote access hardware. KUBL Group will maintain remote access for life of warranty/maintenance agreement. County is responsible for DSL or better internet connection to allow remote access, if required.
- 7. Eight (8) hours training for users and maintenance staff.

Excluded:

- 1. Taxes, permits or fees of any type
- 2. Line voltage to power our equipment
- 3. Repair or replacement of field devices of any type
- 4. Millwork, casework of any type
- 5. HVAC Provisions for equipment rooms
- 6. Software or firmware upgrades & updates beyond initial installation (Included as part of maintenance contract services)
- 7. Video Analytics
- 8. Cabling to devices other than newly installed cameras
- 9. Field devices not specifically mentioned herein
- 10. Patching of drywall, CMU or other surface at camera locations that are moved or abandoned
- 11. Removal of existing coax cabling, if not used for pulling in new wire
- 12. Disposal of existing equipment

CLARIFICATIONS/ASSUMPTIONS

1. Contract to be in place no later than April 15, 2021

- 2. Completion date no later than October 15, 2021
- 3. After Notice of Intent to Award, but before contract, KUBL to provide basic project documents to include camera and equipment layout drawings, IP schedule and equipment list.

BASE BID:

\$ 353,850.00

SUPPLEMENT TO CERTIFICATE OF INSURANCE

PROJI	ECT:	Security Electronics Upgrade at the Moffat County Publ	ic Safety Center
INSUI	RED:	Kubl Group, LLC	
Gener	al Lia	ability	Yes No N/A
1.	Doe	s the General Aggregate apply to this project only?	
2.	Doe	s this policy include coverage for	
	a.b.c.d.e.f.	Premises – Operations? Explosion, Collapse and Underground Hazards? Personal Injury Coverage? Products Coverage? Completed Operations? Contractual Coverage?	*
3.	a.	Do limits of this policy meet County requirements?	✓
	b.	If not, does excess/umbrella liability coverage, when combined with primary coverage, meet County requirements?	
4.		orimary or excess/umbrella coverage is written on a tims-made basis, what is the: N/A	
		Primary	Excess/Umbrella
	a.	Retroactive date:	
	b.	Extended reporting date?	
5.	Wo	orkers Compensation	
	a.	Does coverage show statutory limits?	<u> </u>
	b.	If exempt from Workers Compensation Statutes, is voluntary compensation included?	
6.	Aut	to Liability	
	a.	If insured drives their vehicles on certificate holder's property, do limits meet County requirements?	<u> </u>
	b.	If not, does excess/umbrella liability coverage, when combined with primary coverage, meet County requirements?	

Supplement to Certificate of Insurance, Page 2

7.	Al	l Risk Property (Builder's Risk)	Yes	No	N/A
	a.	Is coverage for replacement value?			✓
	b.	Does policy include Builder's Risk?			✓
8.	If i	nsured is Architect/Engineer/Consultant:			
	a.	Is professional liability coverage shown?			_<
	b.	Do limits of the policy meet county requirements?			✓
9.	Are	e all Policy Dates Current?	<u> </u>		
10.	Fin	al Payment Information			
	a.	Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the Contractor Agreement?	<u> </u>		
	b.	If so, and if the policy period extends beyond termination of the Contract for Construction, is completed operations coverage for this project continued for the balance of the policy period?	<u> </u>		
11.	Ter	mination Provisions			
	a.	Has each policy shown on the certificate and this supplement been endorsed to provide the holder with 30 days notice of cancellations and/or expiration?	<u> </u>		7
12.	Oth	er Provisions (Attach list if applicable)			
3/8/202		Nathan Fons	eca		
Date of	Issue	Authorized Representative or Insurer			

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

- 1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high noncompetitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
- 4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
- 5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.
- 6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- 8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Moffat County, Colorado of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

ANTI-COLLUSION AFFFIDAVIT	8	1
Vendor's Firm or Company Name: By:	The second second	Date: 3/8/2021
KUBL Group, LLC Kurt Potts	Title Principal	
The foregoing instrument was acknowledged before me this	2/201	MY DAPHNEY
Notary Public:	My Commission Expires:	E OF COLORADO RY ID 20184031936
Address of Notary Public: 04 1 10 10 10 8	THE CONTRACTOR OF THE CONTRACT	OSION EXPIRES 8-20-2022

CERTIFICATE OF INTENT TO SUBCONTRACT

The successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he (does)* (does not)* intend to subcontract a portion of the work.

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost			
To Be Determined	Cabling Installation	\$50,000			

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1	JUL	alu	uD

Company

March 8, 2021

Signature Date

Kurt Potts, Principal

A Par

Name (Please Print) Title

*circle appropriate word(s)

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Kubl Group, LLC 3227 S Timberline Rd, Suite A Fort Collins, CO 80525 **SURETY:**

Nationwide Mutual Insurance Company 1100 Locust St., Dept. 2006 Des Moines, IA 50391-2006

OWNER:

Moffat County Development Services 221 W Victory Way #250 Craig, CO 81625

BOND AMOUNT: 5% to total bid amt Five Percent of the total bid amount

PROJECT:

#202109 - Security Electronics Upgrade at Moffat County Public Safety Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof: or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of March, 2021.

Kubl Group, LLC

(Seal)

(Witness)

(Title)

Kurt Potts, Managing Member

Nationwide Mutual Insurance Company

(Surety)

(Seal)

outle

(Witness)

(Title)

Christine A. Crowder, Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANN M. RITACCO, CHRISTINE A. CROWDER, SCOTT E. METZGER, TIM MITCHELL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio Notary Public, State of New York No. 02DE6126649 Qualified in Westchester County Commission Expires September 16, 2021

Sancie C. Alclic Notary Public My Commission Expres September 16 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of March 2021

Rama B. Guy





AUTOMATED.
INTEGRATED.
SECURE.

SCOPE OF WORK

We have proposed a scope of work which we feel encompasses all input we have received to date. We welcome investigation and conversation with project stakeholders to customize all aspects of the project to best meet the needs and budgets of all project stakeholders.

BASE BID: Control, Intercom & CCTV Replacement

GENERAL GUIDELINES:

- Control all doors as currently controlled
- Control all intercoms as currently controlled (upgrade to digital)
- Replace all cabling for camera system with Cat6 cabling
- Automatic Camera Call Ups to be integrated into control system
- 1. PLC-Based Control System
 - Detention Center
 - One (1) Omron PLC
 - Appropriate I/O Cards
 - Appropriate 24V Power Supplies
 - Reuse existing racks & enclosures
- 2. HMI System
 - Two (2) Control stations (Master 1, Master 2), each to include:
 - One (1) Dell HMI PC
 - One 27" LED Monitor (Non-touch)
 - One (1) 27" LED Call-Up Monitor
 - One (1) Indusoft Run Time License
 - One (1) Digital Optical Mouse
 - One (1) Harding Digital Intercom Master Station
 - One (1) Station UPS
 - One (1) Control Station (Booking), to include:
 - One (1) Dell HMI PC
 - One 27" LED Monitor (Non-touch)
 - One (1) Indusoft Run Time License

- One (1) Digital Optical Mouse
- One (1) Harding Digital Intercom Master Station
- One (1) Station UPS
- 3. Digital Intercom System
 - Harding Digital Intercom Head End, to include:
 - One (1) Harding DCC
 - Four (4) Harding DCE
 - Three (3) Harding TMM Master Stations (Mentioned in HMI Section)
 - Reuse existing field Intercom Stations
 - Appropriate Quick Connect Boards
 - Reuse existing cabling to all intercom field devices, reuse all existing field devices
- 4. Closed Circuit Television (CCTV)
 - Replace ENTIRE existing CCTV system with IP-based CCTV system
 - Cameras (All cameras in detention area to be IP66 rated)
 - Sixty (60) IP Cameras
 - 1. Thirty-eight (38) 2.0 MP
 - 2. Ten (10) 3.0 MP
 - 3. One (1) 5.0 MP
 - 4. Four (4) 9.0 MP 3-head multi-sensor
 - 5. One (1) 2.0 MP PTZ
 - 6. One (1) 6.0 MP Fisheye
 - 7. Five (5) Corner-Mount 3.0 MP with audio recording
 - 8. Audio recording at one (1) location (Master control)
 - Appropriate mounting hardware for all cameras
 - Includes replacing all existing cameras Fifty-three (53) and seven (7) new locations
 - Storage
 - Storage calculated as follows:
 - 1. 90 days storage for all cameras
 - a. 50% motion
 - b. 10 FPS
 - Licensing (UNLIMITED CONNECTIONS, NO RECURRING FEES)
 - Appropriate licenses for all cameras installed (60)
 - Viewing Workstations
 - One (1) 4-monitor viewing station (Master Control)
 - 1. Provide and install two (2) 42" LED monitors
 - One (1) 2-monitor viewing station (Booking)
 - 1. Provide and install two (2) 27" LED monitors
 - · Unlimited viewing software for owner-supplied PC's
- 5. Uninterruptible Power Supply
 - Appropriate Uninterruptible Power Supplies for all equipment installed by KUBL Group with a run time of 10 minutes.

6. Network

- · Reuse existing equipment racks in equipment rooms
- All POE network switches for camera/control/intercom system
- All cabling between equipment rooms for newly installed POE network switches, as required.

7. Other

- Replace all existing (coaxial) camera cabling with Cat6 plenum rated cabling
- · Reuse all racks, cabinets and enclosures where possible
- All conduit, fittings, backboxes and material to mount new cameras at new locations

8. Spare Equipment

- One (1) Dell HMI PC
- One (1) Harding Digital Intercom Master Station
- Two (2) 2.0 MP cameras

Included:

- 1. Payment & Performance Bond.
- 2. Engineering, submittals, as-built documentation, operation & maintenance manuals.
- 3. One-year equipment and workmanship warranty.
- 4. All licenses, programming, travel, per diem and labor.
- All HMI software license fees. ALL Run-time licenses will be turned over to owner at project completion. All software licenses will be the latest version of Indusoft at time of project implementation.
- Remote access hardware. KUBL Group will maintain remote access for life of warranty/maintenance agreement. County is responsible for DSL or better internet connection to allow remote access, if required.
- 7. Eight (8) hours training for users and maintenance staff.

Excluded:

- 1. Taxes, permits or fees of any type
- 2. Line voltage to power our equipment
- 3. Repair or replacement of field devices of any type
- 4. Millwork, casework of any type
- 5. HVAC Provisions for equipment rooms
- Software or firmware upgrades & updates beyond initial installation (Included as part of maintenance contract services)
- 7. Video Analytics
- 8. Cabling to devices other than newly installed cameras
- 9. Field devices not specifically mentioned herein
- 10. Patching of drywall, CMU or other surface at camera locations that are moved or abandoned
- 11. Removal of existing coax cabling, if not used for pulling in new wire
- 12. Disposal of existing equipment

CLARIFICATIONS/ASSUMPTIONS

1. Contract to be in place no later than April 15, 2021

- 2. Completion date no later than October 15, 2021
- After Notice of Intent to Award, but before contract, KUBL to provide basic project documents to include camera and equipment layout drawings, IP schedule and equipment list.

BASE BID:

\$ 353,250.00



United States Department of the Interior



BUREAU OF LAND MANAGEMENT Colorado State Office 2850 Youngfield St Lakewood, CO 80215 www.blm.gov/colorado

December 30, 2020

In Reply Refer To: 1511(CO951)

SENT VIA EMAIL: rtipton@moffatcounty.net

Mr. Roy Tipton County of Moffat 221 W Victory Way, Suite 250 Craig, Colorado 81625

Subject: BLM-CO Fuels Management and Community Fire Assistance Program

Funding Opportunity No. L20AS00034

Dear Mr. Tipton,

On behalf of the Bureau of Land Management (BLM), I am pleased to announce that your application for Federal Financial Assistance has been selected for award. Enclosed is a copy of **Cooperative Agreement No. L20AC00451 and Attachment 1** in response to your application for Federal Financial Assistance under the following subject opportunity: **BLM-CO Fuels Management and Community Fire Assistance Program.**

Acceptance of a financial assistance award from the Bureau of Land Management (BLM) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Starting work, drawing down of funds, or accepting the award via electronic means constitutes acceptance of the award. We issue awards based on the application submitted to, and as approved by the BLM, and are subject to the terms and conditions incorporated therein either directly or by reference.

Please carefully read the entire agreement and take special note of the performance goals, period of performance, payment process, reporting requirements, and Special Terms and Conditions. Financial (SF-425) and Performance Reports are required to be submitted on a periodic basis to our office under the Terms and Conditions enumerated in Attachment 1 of the agreement. **There is a detailed schedule of reporting dates on Pages 6-8 of Attachment 1 in Section 6.** For your convenience, I have included copies of the SF-425 Financial Report, along with instructions, and suggested template for the Performance Report.

On Pages 1 and 2 of Attachment 1, you will find the Federal Award Performance Goals and Measures. When you complete your periodic performance reports, please be sure to include your progress on achieving these goals. If these goals are not relevant to your program or project, please contact me so that we can revise them accordingly. Also, please review Section 4 C of Attachment 1 on Page 3 regarding reimbursable limitations with respect to conducting prescribed burn activities under this award.

Funding for this project(s) is not guaranteed and is subject to the availability of funding by the BLM. Consistent with information posted in Funding Opportunity Announcement No. L20AS00034, BLM may issue partial funding for this proposal or fund it within phases based on the project work activities. You have the option to revise your submitted application package, including proposal and budget narrative, to address the reduced amount; or you may do so at a later date through the revision process should additional funding not be made available to your organization. The term of the agreement is currently three years so it allows for the opportunity for funding to be available during subsequent budget cycles through the modification process. For more information, please review Sections 3 and 4 of the agreement. To initiate the revision process, please do so using GrantSolutions.

If you have any questions regarding the agreement and its terms and conditions, please feel free to contact me via telephone at 303-239-3908 or by email at esarris@blm.gov. You may also contact your BLM Program Officer, Toni Toelle, with any questions by calling 970-826-5097 or by email at ttoelle@blm.gov. We have also assigned Brandon Voegtle as the Technical Advisor for this agreement. He may be contacted by phone at 970-826-5096 and by email at bvoegtle@blm.gov.

Congratulations on your award! On behalf of the BLM, I look forward to working with you toward the successful completion of this project.

Sincerely,

Eleni V. Sarris

Grants Management Officer

Clam A >>

Enclosures: Cooperative Agreement and Attachment 1

Standard Form (SF) 425 Federal Financial Report and Instructions

Suggested Template for Performance/Progress Report

cc: Toni Toelle, BLM Program Officer

Brandon Voegtle, BLM Technical Advisor

	Grant and	Coope	erativ	e A	greem	ent			AG	ONE: OPERATIVE REEMENT ANT
CHOOSE ONE:	EDUCATION	FACILITI	IES	П	RESEARCH		☐ SDCR		Птва	INING
									<u> </u>	
1. GRANT/COOPERATIVE L20AC00451	AGREEMENT NUMBER	2. 5	SUPPLEMEN	T NUME	BER	The second secon	CTIVE DATE		4. COMPLE 09/29/2	ETION DATE
5. ISSUED TO NAME/ADDRESS OF RICOUNTY OF MOFFA Attn: ATTN GOVE 221 W VICTORY W CRAIG CO 81625-	RNMENT POC AY	unty, State, Zip)		SUED B	ddress: 2850	YOUNG	TATE OFF: FIELD STI O 80215			
7. TAXPAYER IDENTIFICA	TION NO. (TIN)		PF	ROGRA	AL INVESTIGATO	& Phone)				
	RNMENT ENTITY (CAGE) NO.			_	ton, Direc -9610 rt		Developm@ @moffatc			
1YBK8	OR RECORANTES E				1110 11			y • 110		
10. RESEARCH, PROJECT BLM-CO: Fuels Ma	nagement in Moffa	t County								
11. PURPOSE See Schedule										-
12. PERIOD OF PERFORM										
09/30/2020 throu	igh 09/29/2023									
13A.	AWARD H	ISTORY		13B.				FUND	ING HISTOR	RY
PREVIOUS			\$0.00	_	/IOUS					\$0.00
THIS ACTION			\$30,000.00	THIS	ACTION		ļ			\$30,000.00
CASH SHARE			\$0.00	-		TOTAL	-			\$30,000.00
NON-CASH SHARE			\$0.00 \$0.00	-			-			
RECIPIENT SHARE	A.I.	•	30,000.00	-			 			
14. ACCOUNTING AND AF		ų.	30,000.00							
PURCHASE REQUEST NO	. JOB OR	DER NO.			AMOUNT				STATUS	
0020209989										
15. POINTS OF CONTACT	T		T							
	Toni Toelle		MAIL STO)P	TELEPHO (970) 826-		ttoelle@		IL ADDRES	<u>S</u>
TECHNICAL OFFICER	TOTAL TOETTE	*********************	 	-	(970) 828-	-3097	rroerre	DIM. GOV	/	
NEGOTIATOR	Eleni Sarris	~~~~~~~~~~	 		(303) 239-	-3908	esarris	blm.gov	7	
ADMINISTRATOR PAYMENTS			 		, , , , , , , , , , , , , , , , , , , ,					
	UNDER THE AUTHORITY OF						<u> </u>			
	dated Appropriation)20, Pub	lic 1	Law 116-94	, Wild	lland Fir	e Manag	gement	
FDP TERMS AND	IADE TO EXISTING PROVISION				APPLICABLE EN PROVISION REQUIRED	NS		CIAL COND	OITIONS	
NEQUINEMIS	APPLY TO THIS GRANT UNITED STATES OF AMER	CA	7		C	COOPERA	TIVE AGREEM	ENT RECIP	IENT	
CONTRACTING/GRANT O	FFICER		TE /23/2020		THORIZED REP	RESENTA	TIVE			DATE

Grant and Cooperative Agreement

				EST	TIMATED COST
ITEM NO.	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(A)	CFDA Number: 15.228	(6)	(5)		
	DUNS Number: 076441807				
	Funding Opportunity Number: L20AS00034				
	Agreement Number: L20AC00451				
	Required Cost Sharing/Matching: None				
	Indirect Cost Rate: None				
	Required Periodic Status Reporting				
	Performance Reports: Annual				
	SF425 Financial Reports: Annual				
	Send Reports to: email at				
	blm co agreements@blm.gov; by fax at				
	303-239-3699; or by US Mail to our address				
	on Box 6.				
	Refer to Attachment No. 1 for Award Terms and				
	Conditions and a Detailed Schedule of Reporting				
	Deadlines				
	11. PURPOSE:				
	This cooperative agreement is made and entered				
	into by the Department of the Interior, Bureau of				
	Land Management, Colorado State Office (BLM), and				
	County of Moffat, the recipient, for the purpose				
	of conducting fuels treatments along the wildland				
	urban interface to reduce the threat of				
	catastrophic wildfire, transferring something of				
	value to the recipient to carry out a public				
	purpose of support or stimulation authorized by a				
	law of the United States.				
	Acceptance of a Federal Financial Assistance				
	award from the Department of the Interior (DOI)				
	carries with it the responsibility to be aware of				
	and comply with the terms and conditions of				
	award. Acceptance is defined as the start of				
	work, drawing down funds, or accepting the award				
	via electronic means.				
	Continued				

Grant and Cooperative Agreement

				ES	ESTIMATED COST		
ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)		
	BLM substantial involvement by the BLM Program			**************************************			
	Officer (PO) will include collaboration with the						
	Recipient to manage all stages of project						
	development, implementation, and evaluation.						
	Responsibility for project management, control,						
	and direction will be shared by the recipient and						
	the BLM. However, the BLM will have the right to						
	intervene by modifying the project management						
	plan if the project is not staying on schedule						
	and/or technical issues arise. BLM will meet						
	periodically with Recipient to discuss progress						
	and track outcomes; review any training needs;						
	discuss fuels management strategies; and finalize						
	each phase of work.						
	Legacy Doc #: BLM						
	Admin Office:						
	COLORADO STATE OFFICE						
	2850 YOUNGFIELD STREET						
	LAKEWOOD CO 80215						
	Delivery Location Code: 0004276276						
	BLM-CO N.W. COLORADO FIRE MANAGEMEN						
	455 EMERSON STREET						
	CRAIG CO 81625 US						
	Account Assignm: K G/L Account: 6100.411C0						
	Business Area: L000 Commitment Item: 411C00 Cost						
	Center: LLCON01000 Functional Area:						
	L11700000.DN0000 Fund: 20XL1109AF Fund Center:						
	LLCON01000 Project/WBS: LF.HF.EQ050000 PR Acct						
	Assign: 01						
	Period of Performance: 09/30/2020 to 09/29/2023						
	Moffat County Great Divide Fuels Break Project				30,000.00		
	Obligated Amount: \$30,000.00						
	Recipient Principal Investigator/Program Manager:						
	Continued						

Grant and Cooperative Agreement

				ESTIMATED COST		
TEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Roy Tipton					
	Director, Development Services					
	County of Moffat					
	221 West Victory Way #250					
	Craig, CO 81625					
	Phone: 970-824-9610					
	Email: rtipton@moffatcounty.net					
	BLM Program Officer:					
	Toni Toelle					
	Supervisory Fire Management Specialist					
	Northwest Colorado Fire and Aviation Management					
	Unit					
	Bureau of Land Management					
	455 Emerson Street					
	Craig, CO 81625					
	Phone: 970-826-5097					
	Email: ttoelle@blm.gov					
	BLM Grant Management Officer:					
	Eleni Sarris					
	Colorado State Office					
	Bureau of Land Management					
	2850 Youngfield Street					
	Lakewood, CO 80215					
	Phone: 303-239-3908					
	Fax: 303-239-3699					
	Email: esarris@blm.gov					
	The total amount of award: \$30,000.00. The					
	obligation for this award is shown in box 13B.					

BLM Agreement No. L20AC00451

Recipient Name: County of Moffat

Project Title: BLM-CO Fuels Management in Moffat County

CFDA: 15.228

Period of Performance: 9/30/2020 to 9/29/2023

1. COOPERATIVE AGREEMENT OBJECTIVES:

A. Objective(s): The principal purpose of the agreement with the County of Moffat, hereafter referred to as the "recipient," is to reduce the risk of catastrophic wildfire on communities along the wildland urban interface (WUI) in Colorado in partnership with the Bureau of Land Management (BLM). This project reduces the risk of wildfire in Moffat County, Colorado with an emphasis on areas within the right of way and along county roads to improve egree and ingress into areas and townships. The primary objective is to reduce hazardous fuels along the right-of-way of the county roads creating a fire buffer that will decrease the possibilities of road side ignitions. This will also give the firefighters an adequate barrier to help in fire suppression efforts as well as slow the spread of wildland fires. The buffer will be created by mowing a 20 foot swath on both sides of the roads. Mower will be set to a height of 3-4 inches to protect the low growing plants and avoid soil disturbance. Other objectives are to improve egress and ingress into local subdivisions for emergency response by conducting fuels treatments along county roadways and along the right of way. Roads and loop roads within the community offer a significant firebreak opportunity. The county road rights-of-way are 100 feet. It is recommended that the County clear the full width of the row annually by mowing, brush beating, or other means early in the fire season annually. The effort should be concentrated in the identified areas with high-risk fuel types (timber & oak/mountain shrub). The proposed project addresses goals and recommendations outlined in the Community Wildfire Protection Plan. This agreement supports the development of resilient landscapes to reduce wildland fire risk to people, property, and infrastructure due to fire. The overall goal of the project is to reduce the likelihood of road side ignitions, a reduction of suppression efforts, and reducing costs in fighting wildland fires.

B. Public Benefit(s)

Hazardous fuels reduction around communities adjacent and proximal to BLM lands reduces the threat of wildfire to both the BLM resources and the community providing direct and measurable benefits to the public. The public will benefit directly from this program through the reduction of potential wildfire hazards in the most vulnerable communities along the wildland-urban interface. The program supports the dissemination of educational resources regarding the potential dangers posed by wildfire and best practices in addressing and combatting the subsequent impacts to public safety. Reduction of hazardous conditions resulting in wildfires will ultimately save lives, protect communities and critical infrastructure, preserve the watershed and drinking supplies, and benefit wildlife and sensitive ecosystems through Colorado.

C. Federal Award Performance Goals

During the period of performance, the recipient's Federal Award Performance Goals and Measures for this project are the following:

1. Conduct fuels treatments and vegetation management through removal of ground and ladder fuels to improve egress and ingress along county roads and the right of way:

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- a. Measure: Number/amount of slash removed, chipped, mulched and/or grinded per year.
- b. Measure: Number of acres treated/mowed per year.
- c. Measure: Number of treated acres monitored/surveyed for regrowth per year.
- d. Measure: Number of fuelbreaks created per year.

2. PROPOSED WORK

A. The Recipient's Project Proposal, dated March 12, 2020 and revised on September 21, 2020 entitled *Fuels Management in Moffat County*, is accepted by the BLM and incorporated herein, as part of this agreement in order to serve as the project work plan.

Additional recipient documents incorporated by reference as part of GRANT13047207 dated March 12, 2020, and as revised on September 21, 2020, to include: Standard Form (SF) 424 Application for Federal Assistance, SF424A, Budget Information - Non-Construction Programs, SF424B, Assurances - Non-Construction Programs, Budget Detail, and signed Certification Regarding Lobbying - Certification for Contracts, Grants, Loans and Cooperative Agreements.

B. In addition, the BLM will:

- 1. Make site visits as warranted by program needs and to conduct monitoring of the project sites or work.
- 2. Provide assistance with best practices in fuels mitigation strategies.
- 3. Assist with project planning and implementation.
- 4. Train project staff as needed.
- C. In addition, the recipient will also be responsible for significant developments, i.e., events which may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the BLM or pass-through entity as soon as the following types of conditions become known:
- 1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

3. TERM OF AGREEMENT

A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of three (3) years.

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The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

B. Budget and Program Revisions

- 1. Recipients must submit in writing to the BLM's Grant Management Officer (GMO) and Program Officer (PO) any request for budget or program revision in accordance with 2 CFR 200.308.
- 2. All modifications to the agreement shall be in writing and signed by the GMO. No oral statements or any written statements made by any person other than the GMO, shall in any manner modify or otherwise affect the terms of the agreement.
- C. Termination. This agreement may be terminated in accordance with the provisions of 2 CFR, Subpart D, Section 200.339 Termination.

4. FINANCIAL SUPPORT AND PAYMENT METHOD

A. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

Funds obligated but not expended by the recipient in a FY may be carried forward and expended in subsequent years.

B. Maximum Obligations. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

The total obligations, including modifications, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for, nor shall the recipient be responsible to perform, any effort that will require the expenditure of Federal funds above the current obligated amount.

C. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently

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approved and funded in the agreement. The recipient shall not be obligated to continue

performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement.

In addition, the BLM prohibits the use of its funds for landscape prescribed fire treatments or controlled burns without first meeting the required city, county, Colorado State law, Bureau of Land Management (BLM) and National Wildfire Coordinating Group (NWCG) standards and regulations, along with acquiring the proper permits and certifications for this type of treatment. A controlled or prescribed burn, also known as hazard reduction burning, backfire, swailing, or a burn-off, is a technique that is sometimes used in forest management. Recipient needs to communicate with the BLM's PO and GMO in advance on prescribed fire treatment details and if funding can be used. The recipient must notify the BLM's PO and GMO three (3) business days prior and on day of planned prescribed firerelated activities. The BLM reserves the right to prohibit the use of Federal funds on risky and/or unplanned prescribed fire treatments conducted without prior authorization from the requisite authorities and the BLM. Please refer to SECTION 7 LIABILITY, INSURANCE, AND INDEMNIFICATION of the agreement to review the requirements and liability imposed for activities conducted in the furtherance of the project.

D. Cost Sharing and Matching

Cost sharing for this agreement shall be in accordance with 2 CFR, Subpart D, Section 200.306, Cost sharing or matching.

1. There is no cost share or match legislatively required for this award.

E. Program Income

Program income generated for this agreement shall be in accordance with 2 CFR, Subpart D, Section 200.307(e)(2) Addition - Program income may be added to the Federal award by the Federal agency and the non-Federal entity, and be used for the purposes and under the conditions of the Federal award. Program income generated through the performance of this project must be reported on Standard Form (SF) 425, Federal Financial Report (see section 6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING).

F. Indirect Costs

1. The recipient has not requested reimbursement for indirect costs.

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G. Payment by Reimbursement

- 1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: http://www.fms.treas.gov/asap Treasury Circular 1075 (31 CFR 205) requires that draw-downs to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs
- 2. Funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds, must be disbursed before requesting additional cash payments.

H. Payment Review

If a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed Standard Form (SF) 270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown or Challenge Cost Share Program Commitment Document, whichever is applicable. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

I. System for Award Management (SAM, www.SAM.gov)

Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, www.SAM.gov). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

5. PERFORMANCE & FINANCIAL MONITORING

A. In accordance with 2 CFR 200.327 Financial Reporting and 200.328 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the

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recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

- 1. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.
- 2. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if: (1) award recipients are properly accounting for the receipt and expenditures of federal funds; (2) expenditures are in compliance with federal requirements and award special conditions; and (3) proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial, performance, and (if applicable) youth employment status reporting is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

A. Annual Federal Financial Reports

1. Recipients of Federal financial assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or Standard Form (SF) 425 and SF425A – Attachment, is the Office of Management and Budget (OMB) standard form used to report financial status. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all

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expenditures and obligations are for the purposes set forth in the agreement. The SF425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF425 forms with instructions are available on the Grants.gov web site, URL: http://www.grants.gov/web/grants/forms.html.

2. Annual Reporting. Financial status reports under this agreement must be submitted on an annual basis. Reporting periods and report due dates under this agreement shall be as follows:

*And each 12-Month period thereafter for the life of the agreement.

3. Annual financial reports are due by 90 calendar days after the end of the reporting period. Reports may be submitted via email, fax or U.S. mail to the BLM staff listed on the Award Cover Sheet. Electronic submissions may be sent by email to blm_co_agreements@blm.gov or by fax at 303-239-3699.

B. Annual Performance Reports

- 1. Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR, Subpart D, Section 200.328 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:
- a. Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 and 2 of this document).
- b. The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
 - c. Prediction of future activities and how they will be accomplished.
- d. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.
- e. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
- f. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

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2. Annual Reporting. Performance status reports under this agreement must be submitted on an annual basis. Reporting periods and report due dates under this agreement shall be as follows:

Reporting Period DatesSubmit Report ByAward Start Date through September 30, 2021*December 30, 2021*

*And each 12-Month period thereafter for the life of the agreement.

3. Annual performance reports are due by 90 calendar days after the end of each reporting period. Reports may be submitted via email, fax or U.S. mail to the BLM staff listed on the Award Cover Sheet. Electronic submissions may be sent by email to blm co agreements@blm.gov or by fax at 303-239-3699.

C. Property Reporting

1. SF-428 Tangible Personal Property Report is also required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

*If Federally Owned Property, report required annually. Any property acquired under this agreement, report required every two years thereafter for the life of the agreement.

7. LIABILITY, INSURANCE, AND INDEMNIFICATION

- A. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.
 - B. Indemnification. The recipient hereby agrees:
- 1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.

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2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).

- 3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.
- 4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.
- 5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.
- C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
- D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

8. BLM PROPERTY STANDARDS

- A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, Sections 200.310 to 200.316, Property Standards.
- B. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR, Part 200, Subpart D, Section 310.
 - C. Intangible Property.

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1. Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).

- 2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- 3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- 4. The Federal government has the right to: (a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- D. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).
- E. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.
- F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, wood chippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

9. KEY OFFICIALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

10. GENERAL TERMS AND CONDITIONS

The U.S. Department of the Interior agencies, including the Bureau of Land Management implemented the new regulations on December 26, 2014 in the 2 CFR, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

A. Administrative and National Policy Requirements

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- 1. By accepting Federal funding, your organization agrees to abide by the new Uniform Guidance for Grants in the expenditure of Federal funds and performance under this financial assistance award, which was implemented by Office of Management and Budget (OMB). Final Guidance has been issued and has superseded requirements from OMB Circulars, which have been replaced by the 2 Code of Federal Regulations (CFR) Grants and Agreements, Part 200.
- 2 CFR, Part 200 is available at the following website: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl
 - B. Administrative Requirements
- 1. <u>2 CFR Part 200</u> Subparts A through E UNIFORM ADMINISTRATIVE REQUIREMENTS, AND COST PRINCIPLES.
- 2. <u>2 CFR, Subpart B</u>, 200.112 CONFLICT OF INTEREST Refer to Section 13, item 1. of this document for full text term and condition.
 - 3. 2 CFR, Subpart B, 200.317 316 Procurement Standards.
- a. §200.326 Contract Provisions: The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part, 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards. *Refer to Section 13, item 2. of this document for full text term and condition.*
 - 4. 2 CFR, Subpart C, Part 200.412 419 Direct and Indirect (F & A) Cost
- a. 2 CFR, <u>Appendix III to Part 200 Indirect (F&A) Costs Identification and</u> Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
- b. Appendix IV to Part 200 Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
- c. <u>Appendix V to Part 200 State/Local Government-wide Central Service Cost</u> Allocation Plans
- 5. <u>2 CFR Part 200 Subpart F AUDIT REQUIREMENTS</u>. Non-Federal entities that expend \$750,000.00, or more, in federal awards in a single year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, available at: http://www.whitehouse.gov/omb/circulars_default.
- a. This and any other federal financial assistance award should be reported under its appropriate Catalog of Federal Domestic Assistance (CFDA) number, refer to header for appropriate CFDA to report.
- 6. <u>Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters.</u> (Refer to Section 13. 3. below for full text.)
 - C. Program Legislation and/or Regulations:
- 1 Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with

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the DOI Scientific Integrity Policy posted to http://www.doi.gov, or its equivalent as provided by their organization or State law. For more information go to URL: https://www.doi.gov/scientificintegrity.

- D. Standard Award Terms and Conditions
 - 1. Code of Federal Regulations/Regulatory Requirements, as applicable:
 - a. 2 CFR Part 25, Universal Identifier and System of Award Management
- b. <u>2 CFR Part 170, Appendix A Award Term</u> Reporting Subawards and Executive Compensation
 - c. 2 CFR Part 175, Award Term for Trafficking in Persons
- d. <u>2 CFR Part 180</u> & <u>2 CFR Part 1400</u>, Government-wide Debarment and Suspension (Non-procurement)
- e. <u>2 CFR Part 182</u> & <u>2 CFR Part 1401</u>, Requirements for Drug-Free Workplace (Financial Assistance)
- f. <u>43 CFR 18</u>, *New Restrictions on Lobbying*: Submission of an application also represents the applicant's certification of the statements in <u>43 CFR Part 18</u>, Appendix A, *Certification Regarding Lobbying*.
- g. <u>41 USC §4712</u>, Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection.
- (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the *National Defense Authorization Act for Fiscal Year 2013* (P.L. 112-239).
- (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The award recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR §52.203-17 (as referenced in 42 CFR §3.908-9).
- h. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
- i. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

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j. Executive Order 13043, Increase Seat Belt Use in the United States
Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and
enforce on-the-job seat belt use policies and programs for their employees when operating
company-owned, rented, or personally owned vehicles. These measures include, but are not
limited to, conducting education, awareness, and other appropriate programs for their employees
about the importance of wearing seat belts and the consequences of not wearing them.

- k. Executive Order 13658, Minimum Wage for Contractors, seeks to increase the efficiency and cost savings in the work performed by parties who contract with the Federal Government by increasing the hourly minimum wage paid by those contractors and any subcontractors. (see 79 CFR 9851). Refer to Section 13, item 4. of this document for full text term and condition.
- 1. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

m. Endorsements.

- (1) Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.
- (2) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

- (3) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- (4) A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- n. Publications of Results of Studies. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no

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agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- o. Retention and Access Requirements for Records.
- (1) All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR, Subpart D, Sections 200.333 through 200.337, Record Retention and Access.
- (2) Inspector General's (IG's) Office Access to Records Recipients shall provide additional access for the IG's office to examine recipient's records and to interview officers/employees of recipient.
- p. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

2. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR. Part 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) the recipient's project proposal.

11. SPECIAL TERMS AND CONDITIONS

A. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

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U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240

- B. Recipient/Subrecipient Personnel Security and Suitability Requirements
- 1. As implemented by Homeland Security Presidential Directive-12 (HSPD-12), if performance of this agreement requires recipient/subrecipient personnel to have a Federal government-issued Personal Identity Verification (PIV) credential before being allowed unsupervised access to a DOI facility and/or information system, the Program Officer will be the sponsoring official, and will make the arrangements through a DOI Access Card Sponsor for personal identity verification and DOI Access Card issuance.
- 2. At least two weeks before start of agreement performance, the recipient must identify all recipient and subrecipient personnel who will require physical and/or logical access for performance of work under this agreement. Physical Access means routine, unescorted or unmonitored access to non-public areas of a Federally-controlled facility. Logical Access means routine, unsupervised access to a Federally-controlled information system. The recipient and subrecipient must make their personnel available at the place and time specified by the Program Officer in order to initiate screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process:
 - a. OPM Standard Form 85 or 85P
 - b. OF 306
- c. National Criminal History Check (NCHC) (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the recipient or subrecipient, as applicable)
 - d. Release to Obtain Credit Information
 - e. PIV card application (web-based)
- 3. Before starting work under this agreement, a National Criminal History Check (NCHC) will be initiated to verify the identity of the individual applying for clearance and to determine the individual's suitability for the position. If the NCHC adjudication is favorable, a DOI Access Card will be issued for that individual. If the adjudication is unfavorable, the credentials will not be issued and the recipient or subrecipient must make other arrangements for performance of the work. In the event of a disagreement between the recipient/subrecipient and the Government concerning the suitability of an individual to perform work under this agreement, DOI shall have the right of final determination.
- 4. Recipient and subrecipient employees must give, and authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the recipient or subrecipient personnel being screened or investigated in person, by telephone or in writing, and the recipient or subrecipient must ensure they are available for such contact.

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- 5. Alternatively, if an individual has already been credentialed by another agency through the Office of Personnel Management (OPM), and that credential has not yet expired, further clearance may not be necessary. In that case, the recipient/subrecipient must provide the sponsoring office with documentation that supports the individual's credentialed status.
- 6. Recipient and subrecipient employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center. Those Recipient or subrecipient employees not located within a reasonable travel time of a USAccess Credentialing Center will be screened and issued alternate credentials, such as temporary access badges.
- 7. During performance of this agreement, the recipient must keep the Program Officer apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the Program Officer, Grants Management Officer, and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it will be coordinated through the Program Officer.
- 8. At the end of this agreement's performance, or when a recipient/subrecipient employee is no longer working under this agreement, the recipient will ensure that all identification cards are returned to the Program Officer.
- C. Federal Information Systems Security Awareness Training. Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

D. Conflicts of Interest

1. Applicability.

- a. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- b. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

2. Requirements.

a. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the

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recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

- b. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- c. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3. Notification.

- a. Non-federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- b. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- 4. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- 6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (see also 2 CFR Part 180).

E. Data Availability

1. Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to

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thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

- 2. Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- 3. Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
 - (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze
- F. Marketing, Publications and Communications. Any outreach, marketing or communication activities, which may include BLM funding, staff or equipment, or the use of the BLM logo, must be approved by the Communications Director or the Communications Director's designee of BLM Colorado prior to initiating work done as a result of the activities, project or program supported through this agreement. This includes any form of communication, whether in print, video, or other type of electronic format.
- G. Overlap or Duplication of Effort. If Recipient has an open award of federal funds or if it receives an award of federal funds other than this BLM award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient shall notify, in writing, the Grant Management Officer (GMO) and Program Officer (PO) for this award as soon as possible. If any such overlap exists, Recipient will provide a complete description of any overlap or duplication between this agreement and any other Federally-funded or non-Federally funded application request in regards to activities, costs, and time commitment of key personnel, as applicable. Furthermore, Recipient shall provide a copy of any overlapping or duplicative proposal, application, or subsequent agreement by any funding entity and identify when that proposal was submitted, to whom (entity name and program), when Recipient organization anticipates being notified of funding decision, and if an award has been made. All award documents that overlap or duplicate efforts and/or costs must be submitted to the GMO and PO for review as soon as possible.
- H. Memorandum of Understanding and Memorandum of Agreement as Potential for Duplication of Effort. If Recipient has an open or current Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) or intends to pursue one with any of the offices under the jurisdiction of BLM Colorado, it must inform the Grant Management Officer and Program Officer in writing by providing copies of MOUs or MOAs or any proposed language or discussion of entering into such arrangements. If there is any overlap or potential to overlap in a

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program area or activities conducted with an executed MOA and/or MOU, it may cause the revision, termination or closure of the financial assistance agreement.

12. DEFINITIONS & ACRONYMS

Agency Review: If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.

Award Recipient: The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

BLM: Bureau of Land Management may, also be referred to as Bureau.

CFR: Code of Federal Regulations.

DOI: Department of the Interior.

FFR: Federal Financial Report or Standard Form (SF) 425.

Financial Assistance Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants and/or cooperative agreements awarded by the Federal Government to eligible recipients.

FY: Federal Fiscal Year which runs from October 1 through September 30 each year.

GMO: Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

GMS: Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.

NTE: Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.

OMB: The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL: http://www.whitehouse.gov/omb/circulars_default/.

PI: The BLM Project Inspector, the technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

PO: The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives

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specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.

Recipient: The organization and/or individual named in Box 5. of the "Grant and Cooperative Agreement" cover sheet.

RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.

13. FULL TEXT TERMS AND CONDITIONS

1. Department of Interior Conflict of Interest Term and Condition:

- a. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b. The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
- c. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

d. Definitions:

(1) Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.

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(2) Close Personal Relationship means a Federal award program employee's childhood or other friend, sibling, or other family relations that may compromise or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.

(3) Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.

(4) Employment means:

- (a) In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;
- (b) Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or
- (c) Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.
- (d) Non-Federal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
- (e) Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include Subrecipients.
- (f) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental,

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or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the Governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - (J) See §200.322 Procurement of recovered materials.

3. Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters

- A. Reporting of Matters Related to Recipient Integrity and Performance
 - 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in

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the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent five year period; and
 - c. Is one of the following:
- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

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For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

4. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (January 2015)

(a) Definitions. As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

- (1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
- (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
- (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,
- (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
- (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
 - (b) Executive Order Minimum Wage rate.
- (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

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Recipient Name: County of Moffat

Project Title: BLM-CO Fuels Management in Moffat County

CFDA: 15.228

Period of Performance: 9/30/2020 to 9/29/2023

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

- (3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
- (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
- (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.
- (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

Recipient Name: County of Moffat

Project Title: BLM-CO Fuels Management in Moffat County

CFDA: 15.228

Period of Performance: 9/30/2020 to 9/29/2023

- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (10)The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
- (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
- (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
 - (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
- (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
- (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
- (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
- (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by

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Recipient Name: County of Moffat Project Title: BLM-CO Fuels Management in Moffat County

CFDA: 15.228

Period of Performance: 9/30/2020 to 9/29/2023

the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

- (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - (i) Name, address, and social security number:
 - (ii) The worker's occupation(s) or classification(s);
 - (iii) The rate or rates of wages paid;
 - (iv) The number of daily and weekly hours worked by each worker;
 - (v) Any deductions made; and
 - (vi) Total wages paid.
- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or

(Pg. 29 of 30)

Recipient Name: County of Moffat Project Title: BLM-CO Fuels Management in Moffat County

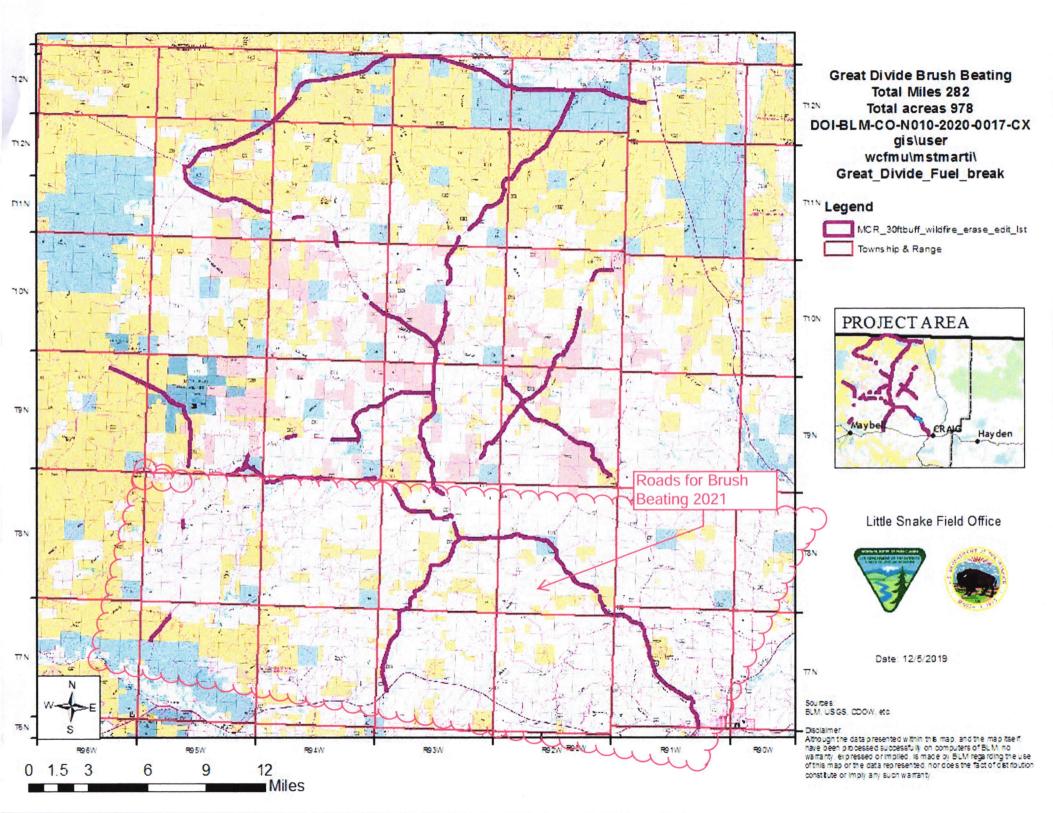
CFDA: 15.228

Period of Performance: 9/30/2020 to 9/29/2023

caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

END OF AGREEMENT



CERTIFICATION REGARDING LOBBYING WITH FEDERALLY APPROPRIATED FUNDS

Title 31, United States Code, Section 1352 entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federally appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement exceeding \$100,000 in total costs must disclose lobbying undertaken with non-Federal (non-appropriated) funds.

The undersigned is authorized to represent the contractor and certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee or Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
ORGANIZATION MOFFat County	DATE SIGNED	
Public Health		

PURCHASE OF SERVICE CONTRACT

April 7, 2021 – June 30, 2021

THIS CONTRACT, made this 13th day of April, 2021, by and between the Moffat County Department of Human Services, Colorado (hereinafter referred to as "County") and **Theresa Campbell**, located at 108 CR 234a, Durango, Colorado 81301, (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide services described hereafter as the Scope of Work.

NOW THEREFORE, IN CONSIDERSATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

- 1. This contract will be effective from **April 7, 2021** until **June 30, 2021**, regardless the date of execution. This contract may be terminated by either party at any time according to the terms contained herein.
- 2. County agrees to purchase and Contractor agrees to furnish the Services described in the Scope of Work, to be billed at a rate of \$85.00 per hour but not to exceed a total of \$25,000.00 in compensation.

A. SCOPE OF WORK

The Contractor shall perform the Scope of Work:

Provide technical support and assistance to the Moffat County Department of Human Services in various areas of state human service programs.

Assistance will be provided based on the assessed needs identified by the Contractor, Child Protection Supervisor and the Director of the Moffat County Department of Human Services and the staff of said Department. An assessment of technical assistance will include, but not be limited to:

- Financial review of Trails provider payrolls, CORE contracts, and other documents will be provided based on guidance from the director. The fiscal support will also include case review of federal entitlement programs to prepare for audits and make necessary program improvements. The fiscal review will address current non-reimbursable Trails payments that need to be resolved before June 30, 2021. Institute procedures for staff for staff to use to approve payments and reconcile any future non-reimbursable.
- Providing assistance in policy and procedure development in areas that do not have clear guidance or updated rules outlined for staff and providers.
- Identify areas within the child welfare unit that need detailed training guides and/or procedures to have the data entered timely and accurately to meet state and Federal guidelines.
- Provide technical solutions and analyst fixes to clean up identified data fixes by the child protection contractor and county director.

- Separation of entry controls, provider contract entry and approval, service authorization entry is not same person as contract approval entry person.
- Supervisor reviews and delivers to finance before payments are released.
- Backup of IV-E eligibility.
- Backup for service authorization entry.

The amount to be expended pursuant to this Agreement shall not exceed Twenty-Five Thousand dollars and no/100 cents (\$25,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners.

4. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are set forth in the Scope of Work and are billed in a timely manner as described in Paragraph 7.

7. County agrees:

A. To monitor the provision of contracted services.

- B. To pay Contractor after timely receipt of billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
- 8. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., et seq., regarding Illegal Aliens Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor/Consultant shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - (i) Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.

9. Contractor agrees:

- A. Not to assign any provision of this Contract to a subcontractor.
- B. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- C. To submit a billing statement by the 10th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- D. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
- E. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- F. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, et seq., C.R.S., as amended.

10. TERMINATION

Either party may terminate this Contract for any reason by providing thirty (30) days prior notification in writing.

Moffat County Board of County Commissioners 221 West Victory Way, Ste. 130 Craig, CO 81625 Theresa Campbell 108 CR 234a Durango, CO 81301

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

12. <u>SEVERABILITY</u>

The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.

13. <u>INDEMNITY</u>

Contractor shall indemnify COUNTY from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby or based upon any violation of any statute, regulation and in the defense of any such claims or actions.

14. <u>MODIFICATIONS AND AMENDMENT</u>

- A. *Modifications by Operation of Law*. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be discussed by the parties prior to being incorporated into and being part of this Agreement.
- B. *Programmatic or Budgetary Modifications*. No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. COUNTY shall have full discretion as to whether or not such modifications shall be authorized.
- C. Other Modifications. If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (A) and (B) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.

16. LEGAL VENUE

The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Moffat County, Colorado.

17. CONFIDENTIALITY

The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.

18. <u>FACSIMILE and EMAIL</u>

A facsimile or email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

[The remainder of this page left blank intentionally.]

MOFFAT COUNTY DEPARTMENT OF HUMAN SERVICES

	Date:
Tia Murry, Director	
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS	
Donald Broom, Chairperson	Date:
Donald Broom, Chairperson	
CONTRACTOR	
	Date:
Theresa Campbell	
STATE OF COLORADO) ss.	
) ss. (COUNTY OF)	
Subscribed and affirmed to before me this Campbell, Independent Contractor.	day of, 2021, by Theresa
Witness my hand and seal.	
	Notary Public

RESOLUTION 2021-40

AUTHORIZING A BANK CHECKING ACCOUNT FOR THE ADMINISTRATION OF THE ALL CRIMES ENFORCEMENT TEAM ("ACET") FUND

WHEREAS, pursuant to C.R.S. §30-11-101 and §30-11-107, the Moffat County Board of County Commissioners has the authority to establish bank accounts necessary to conduct the business of the County; and

WHEREAS, the Moffat County Sheriff's Office has requested the establishment of an "All Crimes Enforcement Team ("ACET") Account with the Bank of Colorado, Craig, Colorado; and

WHEREAS, the Moffat County Sheriff's Office will be responsible for making the necessary reports and deposits to the Moffat County Finance Department in regards to the account.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County Board of County Commissioners as follows:

- 1. Charlene Abdella, Undersheriff of the Moffat County Sheriff's Office, is authorized to open a Public Fund Account at the Bank of Colorado, Craig, Colorado, for the above-stated purpose.
- 2. The following individuals of the Moffat County Sheriff's Office/Craig Police Department (ACET employees) shall have authority to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit for the ACET Account with the Bank of Colorado, provided they remain employees in good standing with the Moffat County Sheriff's Office or the Craig Police Department: (a) Charlene Abdella, Undersheriff of the Moffat County Sheriff's Office; or (b) Bryan Gonzales of the Craig Police Department.
- 3. The Moffat County Sheriff shall have the authority to add or remove employees to the names in Paragraph 2 herein without the necessity of any further action by the Moffat County Board of County Commissioners; however, the Moffat County Sheriff shall notify said Board and the Moffat County Finance Department in the event of such additions or removals.

Approved and adopted this 13th day of April, 2021.

			COMMISSIONERS	
		By:		
		•	Donald Broom, Chair	
State of Colorado)			
) ss.			
County of Moffat)			

I, Erin Miller, Deputy County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

Witness my hand and the seal of said County this 13th day of April, 2021.

Erin Miller, Deputy Clerk and Ex-officio to County Commissioners, Moffat County State of Colorado

MOFFAT COUNTY BOARD OF COUNTY

2/BOCC/Resolutions/21-04-06 Resolution Authorizing Bank Account for Adminstration of ACET Fund do

BOCC MEETING

MOFFAT COUNTY PLANNING DEPARTMENT

April 13, 2021

- C-21-01 Charchalis Second Residence CUP Applicant wants to put in a second residence on his 454.4 acres. There was not a quorum at the Planning Commission meeting.
- Airport Airport Coronavirus Relief Grant Program (ACRGP) grant agreement -\$13,000 for the Airport

Moffat County Planning Department 221 West Victory Way, Suite 110 Craig, CO 81625 (970) 824-9148 NO. **C**- 21-01 Fee: \$200.00 Date Paid 3-1-21

APPLICATION FOR CONDITIONAL USE

Applicant: Nicholas & Ann Charchalis Phone #: 970 629 1745			
Email address: charchalisfarms@gmail.com			
Address: 6795 Hwy 394, Craig CO 81625			
Landowner: Nicholas & Ann Charchalis Phone #: 970 629 8575			
Address: 6795 Hwy 394, Craig CO 81625			
Agent, if any: Phone #:			
Address:			
Acreage: 475 454.4 Zoned: Aq			
Legal Description: Section: 2 Township: <u>UN</u> Range: <u>90W</u> Address: <u>6795 Hwy 394</u> Driving Directions: <u>south on Ranney to 394</u> , turn left (eust), approx 6 miles turn left (north) at 6795 Hwy. 394 (on mailbox)			
Proposed Use (Describe in Detail): <u>accessory dwelling unit</u>			
Proposed Starting Date: Proposed Completion Date: MA			
Attach copies of state and / or federal permit applications, if applicable. Attach copies of state and / or federal reclamation bonds, if applicable.			
Indicate type of water system: Public () Private (χ) Existing (χ) Indicate type of sewage system: Public () Private (χ) Existing (χ)			
Indicate any plans for buildings and structures (permanent or temporary) to be located on this land. Include any applicable site plans and elevation plans.			

*See instructions below

Effective July 1, 2008 it will be the responsibility of the applicant/developer to notify, by certified mail, all mineral estate owners on any "Application for Development." This includes an application for a sketch plan, preliminary plan or final plan for a minor or major subdivision, exemption, conditional use permit, a planned unit development, any applications for zoning or rezoning to a planned unit development that would change or create lot lines where such applications are in anticipation of new surface development or any other similar land use designation that is used by Moffat County. The process is as follows:

Not less than thirty days before the date scheduled for the initial public hearing by a local government on an application for development, the applicant shall send notice, by certified mail, return





Airports Division Northwest Mountain Region Colorado, Utah, Wyoming FAA DEN ADO 26805 E 68th Ave, Suite 224 Denver, CO 80249

CRRSA Act Transmittal Letter

March 22, 2021

Mr. Donald Broom Chair, Board of County Commissioners 211 W. Victory Way Suite 130 Craig, Colorado 81625

Dear Chairman Broom:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-08-0012-018-2021 for Craig-Moffat County Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 23, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elivoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- · A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. A copy of a "Single Audit Certification Form" will be sent separately via email. Please complete and return a copy to our office and make a copy for your files.

Mike Matz is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Mike Matz at michael.b.matz@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P. Bauer

Manager, Denver Airports District Office



AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal	Award Offer Date	March 22, 2021		2
Airport/	Planning Area	Craig-Moffat County Airport		
ACRGP	Grant Number	3-08-0012-018-2021	[Contract No. DOT-FA21NM-K1053]	
Unique	Entity Identifier	07-644-1807		
TO:	Moffat County, Colorado			
	(herein called the "Sp	onsor")		

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 4, 2021, for a grant of Federal funds at or associated with the Craig-Moffat County Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Craig-Moffat County Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to the Craig-Moffat County

Airport incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:

\$13,000

Non Primary

KU2021

- 2. <u>Grant Performance</u>. This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 - 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 - The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 - Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

- than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
- 2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
- Indirect Costs Sponsor. The Sponsor may charge indirect costs under this award by applying the
 indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for
 Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs. The United States' share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 23, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 14. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 17. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds:
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - Submission of Complaint A person who believes that they have been subjected to a
 reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint
 regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of
 Transportation.
 - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. <u>Limitations</u>. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. Face Coverings Policy. The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

- Equipment or Vehicle Replacement. The Sponsor agrees that when using funds provided by this
 grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment
 shall be classified and used as airport revenue.
- 2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
- 3. <u>Low Emission Systems</u>. The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

- 4. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 5. Utility Relocation in Grant. The Sponsor understands and agrees that:
 - The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
- 6. <u>Land Acquisition</u>. Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 22, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

John P Bauer (Mar 22, 2021 16:13 MDT)

(Signature)

John. P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. $^{\mathrm{1}}$

Dated

	MOFFAT COUNTY, COLORADO
	(Name of Sponsor)
	(Signature of Sponsor's Designative Official/Representative)
By:	
	(Type Name of Sponsor's Designative Official/Representative)
Title	
	(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

Ву:		
	(Signature of Sponsor's Attorney)	

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

- 1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et. seq.
- d. Hatch Act 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 14005 Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates. 1
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 New restrictions on lobbying.
- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- I. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1. Operating the airport's aeronautical facilities whenever required;
- 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary
 may reasonably request and make such reports available to the public; make available to the
 public at reasonable times and places a report of the airport budget in a format prescribed by
 the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - boundaries of the airport and all proposed additions thereto, together with the boundaries
 of all offsite areas owned or controlled by the sponsor for airport purposes and proposed
 additions thereto;
 - the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

- Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
- 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The County of Moffat, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 22, 2021 , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micropurchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



Personnel Requisition Form

	Date: 03/04/21
Position Information:	
Position Title: Administrative Assistant	Pay Grade:
Name of Employee Replacing:	
Reason for Opening: Clerical Duties	Position Opening Date: 03/15/21
Position Status: Full-time Part-time Temporary	Weekly Hours: 20
Department: Public Health Department	Supervisor: Kari Ladrow
Type of Position: Existing/Budgeted New/Not Budgeted	Change to Current Budgeted Position
If Temporary, dates requested: From: 03/15/21 To:	06/30/22
Advertising:	
☐ Internal ☐ External ✔ Internal & External	Advertising Area:
Advertising Dates: From: To:	
Justification:	
If this position is new, what revenue source will be used to pay for	or the position?
ELC funding through the Colorado Department of	Public Health and Environment
Explain the functions of this position and how it related to your d	epartment.
Clerical tasks related to the operating of our public	c health clinic. It will free up the time of all of
the clinicians to focus on clinical tasks and deliver	ables rather than clerical/administrative tasks
Does this position duplicate any services or duties within your de	partment? Yes No If yes, what services or duties are
duplicated?	
	* 2

	*
Does this position duplicate any services or duties within the coulduplicated?	nty? Yes No If yes, what services or duties are
*	
43 a	
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Can this duplication be reduced or eliminated? Yes Vo	If yes, how?
Have you looked at areas such as reassignment of duties, compressed for reduce the FTE of the position? Yes No	ater programs, department restructuring, or scheduling to
What technology is available to reduce staff time and/or increase	se efficiencies?
G/ State to the state of the st	
	,
1 11	
Can the position be evaluated to reduce any job functions that v	
Can this position be restructured to possibly be shared with ano and how?:	ther department? Yes No If yes, which department
In collaboration with the Finance Department we	have shared a Finance Specialist position
which has assumed some of the clerical duties b	
clerical/administrative position.	
If this position isn't approved, how will your department be imp	pacted?
The efficiency of the department will continue to	be compromised and services for the
community impacted.	
	i e
	y Human Resources
Date Received: 3421	
Current Position #: TBD - NEW	New Position Number: N/A
Salary Range: \$16.86 - \$20.24 / how	Annual Hours: 1040 – 1450 Budgeted Fringe:
Budgeted Salary: Additional Reduced Funding Salary: \$17535-294	
	Plane Fringe: 3 1,010 6,500
Payout? Yes No Annual Shrs/\$ Sick hrs/\$	Compensatory Ø hrs/\$ Ø
Time to Exhaust Payout:	Eligible Hire Date:
Approved Denied BOCC/ HR Approval:	Date: 103/04/91 4/13/21

RESOLUTION NO. 2021 - 35

RESOLUTION ELIMINATING DISTANCE REQUIREMENT WITH REGARD TO APPLICATION FOR LIQUOR LICENSE FOR MAYBELL GENERAL STORE

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado (hereinafter referred to as "BOCC") is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and § 30-11-103, C.R.S., as amended; and

WHEREAS, pursuant to § 44-3-301, C.R.S., the BOCC is the local licensing agency for liquor licenses in unincorporated areas of Moffat County and is to review and consider all applications for said licenses; and

WHEREAS, pursuant to § 44-33-313, C.R.S., there are restrictions for applications for new liquor licenses, including a restriction that the building in which liquor is sold be a certain distance from any public school; however, the BOCC has authority to pass a resolution and eliminate the distance restrictions imposed by the Colorado Revised Statutes for any class of liquor license; and,

WHEREAS, the Maybell General Store (hereinafter may be referred to as "Store") has made application for a new type of liquor license, and the Store is located across the street from a public school. Store has had a long history in Northwest Colorado and has been selling beer for a long period of time at its current location. A retail liquor store in Maybell would provide a valuable resource and benefit to not just local patrons, but to those many visitors that travel through Northwest Colorado and that enjoy Moffat County. Many of the travelers and visitors traveling through Northwest Colorado, and through Maybell specifically, are coming to enjoy the many amenities of Moffat County including Gates of Ladore, Irish Canyon, Great American Horse Drive, "Where the Hell is Maybell" Bicycle Ride, Flaming Gorge, Brown's Park, Brown's Park National Wildlife Refuge, Dinosaur National Park, Sand Wash Basin, and a host of other destinations. As such, many of those travelers stop at the Maybell General Store for not only for fuel, general food and other staples, but would also like to purchase a spiritous liquor or bottle of wine; and,

WHEREAS, the Maybell General Store has been in operation across the street from the Maybell Schools since 1933. The current owners and liquor license applicants, Joe and Mary Schminkey, have owned and operated the Maybell General Store since 2014 and they have knowledge that the Store has sold alcohol since it was purchased by Lynn Haskins in 2001. All owners of the Maybell General Store since at least 2001 have sold beer and ale during their ownership of the Store. There is clear evidence of a long history of sales of alcohol at this location without significant problems. The BOCC finds it is in the best interests of the citizens of Moffat County for the owners of the Maybell General Store to be able to apply for a new type of retail liquor license even though said Store is close to the public school in Maybell.

NOW, THEREFORE BE IT RESOLVED, pursuant to §44-3-313, C.R.S., as amended, the Moffat County Board of County Commissioners hereby eliminates the restriction that the Maybell General Store must be located a certain distance from a public school in order to apply

for a new license. Thus, the owners of the Maybell General Store are authorized to apply for a new retail liquor license for that location in Maybell, Colorado, even though the Maybell General Store is less than 500 feet from a public school, effective on the date this Resolution is signed.

AI	OPTED this 13 th day of April, 2021.
	MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
STATE OF COLORADO)	Donald Broom, Chair
COUNTY OF MOFFAT)	
	County Clerk and Ex-officio to the Board of Commissioners, do foregoing is a true and complete copy of the resolution as adopted ssioners on the date stated.
WITNESS, my hand an	the seal of said County this 13 th day of April, 2021.
	Erin Miller, Deputy Clerk and Ex-officio to the County Commissioners, Moffat County, State of Colorado



BID TABULATION

RFP Number: 202103		n: Replace Chain Link Fence at the Moffat County Fairgrounds				
Issue Date:	3/19/2021	Pre-Bid Meeting:	3/31/2021			
Submission of Questions:	4/5/2021	Submission Date: 4/7/2021	budget \$65,000			
BOCC Award:	4/13/2021	Contract Time: 4/13/21-7/9/21				
Vendor	经产业的		Bid Amount			
Ideal Fencing			\$63,930			

BID FORM FOR PROJECT NO. 202103 - Replace Chain Link Fence Fabric at the Moffat County Fairgrounds.

TO THE MOFFAT COUNTY HOUSING AUTHORITY, Moffat County, Colorado I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). 1,2,3 is hereby acknowledged.

I/We certify that no illegal aliens will be employed or contracted with to perform work under this Contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seq.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP 202103 – Replace Chain Link Fence Fabric at the Moffat County Fairgrounds, as advertised by the Moffat County Housing Authority, Moffat County, Colorado, 3/19/21 and 3/26/21 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to IDEAL FENCING CAPILC, by adequate Workers Compensation Insurance. (Contractor)

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, readvertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

Respectfully Sub			
Matches // Signature	Bockelmann Date	4/6/2021	Please Print Clearly:
			Matthew Bockelmann PRESIDENT Name Title Ideal Fencing Cosp.
			Company Name 5195 Ideal De Erie, co 80516 Mailing Address
			Street Address ERIC, CO 80516
Attest: Mikky	Garden		City State Zip Code County of WELD
(SEAL)	NCING COM		DUNS Number <u>07-632-9036</u>
DEAL	COMPANY T		State of LOLORADO
The state of the s	2017 CLAWARE.		Phone Matt Be ideal fene agorpicom E-mail

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the bidding schedule, a completed Certificate of Intent to Subcontract, a signed Anti Collusion Affidavit and a completed Bid Bond or Bid Guaranty in the amount of Five Percent of the Contractor's total bid. If the bid guaranty is a Bid Bond, the Bid Bond will be in the format presented in the bid. No other wording will be accepted. Failure to include unit bid prices, said certificate, signed affidavit, and Bid Bond or bid guaranty may be cause for rejection.



Bid Schedule

RFP	202103	R Description	Replace Chain Link Fence Fabric at the Moffat County Fairgrounds			
			750 E. 4th Craig, CO 81625			
Issue Date	3/19/2021	Prebid Meeting	3/31/2021	Required		
Questions Due	4/5/2021	Submission Date	4/7/2021			
Award Date	4/13/2021	Contract time Line	4/21/21- 7/9/21			

		Estimated Quantity		
1	Total cost of Materials and Supplies for the 8' Vinyl Coated (Green) Chain Link Fence System	1660 If	\$	41,750.00
2	Total Cost for Labor and Installation of 6' Vinyl Coated (Green) Chain Link Fence system	610 lf	\$	15,860.00
3	Replace 6 foot posts 1 7/8 inch Schedule 40	8	s	1,360.00
4	Replace 8 foot fence posts 2 3/8 inch Schedule 40	20	\$	3,600.00
5	Replace top Rail	8	s	1,160.00
6	Replace top Rail Sleeves	8	s	200.00
	Total Bid Price		S	63,930.00

Submitted By:

Ideal Fencing Corp

Contractor

Mathew N Bothelmana Signature



5795 Ideal Drive Erie, Colorado 80516 Office (303) 962-8100 Fax (303) 962-8199 JoelP@idealfencingcorp.com

Proposal

 Proposal Date:
 Proposal No.:

 4/6/2021
 2021370

Project Name:

MOFFAT COUNTY FAIRGROUNDS

Pay Item Description	Quantity	Unit	1	Cost Per Unit	Amount
01): 8' GREEN CHAIN LINK REMOVE AND REPLACEMENT	1670	LF	\$	25.00	\$ 41,750.00
02): 6' GREEN CHAIN LINK REMOVAL AND REPLACEMENT	610	LF	\$	26.00	\$ 15,860.00
03): NEW 1-7/8X9' SS40 POSTS	8	EA	\$	170.00	\$ 1,360.00
04): NEW 2-3/8 X 11' SS40 POSTS	20	EA	\$	180.00	\$ 3,600.00
05): REPLACE 1-5/8 X 21' TOP RAIL	8	EA	\$	145.00	\$ 1,160.00
06): REPLACE 1-5/8 X6" RAIL SLEEVES	8	EA	\$	25.00	\$ 200.00
					\$ -
NOTES,					\$ -
WORK TO INCLUDE 3 ROWS OF 7GA TENSION WIRE, NEW TENSION	BARS AT ALL GATES.				\$ _
TTING A NEW CORNER POST AT THE S.W. CORNER OF THE PICNIC	C PAVILLION.				\$ -
ADDING NEW TENSION BARS AT ALL CORNERS AND END POSTS. REMOVING ALL BARB					\$ -
ARMS ON THE 6' CHAIN LINK AND REPLACING THEM WITH EYETOPS. INSTALLING THE					\$ -
8' AND 6' CHAIN LINK FABRIC ON THE EXTERIOR SIDE OF THE FAIRGROUNDS ALL REPLACED					\$ •
MATERIALS TO BE SS40 GALVANIZED PIPE. SAND REMOVAL IN FEN	CE LINE BY OTHERS.				\$ -
					\$ _
					\$
					\$ -
					\$ -
					\$ 63,930.00

Exclude: Tax, Survey, Clearing and Grubbing, Traffic Control, Permits.

Exclude: Dirt Work, Spoils Removal, Paving/Patching, Core Drilling, Engineering.

Bond (Add 1.5%, Minimum \$100.00)

Quote subject to change after 30 days.

Utility potholing will be billed at \$300.00 PER HOUR as needed.

Furnished and installed per plans and specifications.

Joel Priest

Joel Priest Estimator/Project Manager